



AGENDA

Lake Park Town Commission
Town of Lake Park, Florida
Regular Commission Meeting
Wednesday, July 18, 2007, 7:30 P.M.
Lake Park Town Hall
535 Park Avenue

Paul Castro	—	Mayor
Edward Daly	—	Vice-Mayor
G. Chuck Balias	—	Commissioner
Jeff Carey	—	Commissioner
Patricia Osterman	—	Commissioner
.....		
Maria V. Davis	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez	—	Town Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATION:

- Artificial Reef Project, Presented by Carman Vare – Palm Beach County Environmental Resource Management
- Historic Preservation, Presented by Leigh Kendall

G. PUBLIC and OTHER COMMENT

This time is provided for audience members to address items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers

may be announced. Please remember, comments are limited to a TOTAL of three minutes.

H. COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:

- I. CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the Agenda. Any person wishing to speak on an Agenda item is asked to complete a public comment card located on the side of the Chambers and give it to the Town Clerk. Cards must be submitted before the item is discussed.

For Approval:

- | | |
|--|--------|
| 1. Regular Commission Meeting Minutes of June 6, 2007 | Tab 1 |
| 2. Regular Commission Meeting Minutes of June 20, 2007 | Tab 2 |
| 3. Replacement of Obsolete and Unreliable Media Equipment | Tab 3 |
| 4. Pre-Hurricane Tree Trimming & Pruning Contract | Tab 4 |
| 5. Hurricane Recovery Tree Trimming & Pruning Contract | Tab 5 |
| 6. Hurricane Debris Pick Up and Removal Contract Renewal | Tab 6 |
| 7. Financial Assistance Agreement Extension with Palm Beach County for Grant Funds to Design Park Avenue | Tab 7 |
| 8. Elevator Reconditioning at Town Hall | Tab 8 |
| 9. Resolution No. 49-07-07 2007-2008 Sanitation Rates for Truth In Millage (TRIM) | Tab 9 |
| 10. Resolution No. 50-07-07 Building Permit Fees | Tab 10 |
| 11. Resolution No. 51-07-07 Alamazon Brothers Construction, Inc. Contract | Tab 11 |
| 12. Landscape Installation Contract Award for Lake Shore Park to Villa & Sons | Tab 12 |

J. PUBLIC HEARING(S)

ORDINANCE ON FIRST READING:

13. ORDINANCE NO. 14-2007 Amendment of Chapter 54 Building Regulations
A ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, OF THE CODE OF ORDINANCES, ENTITLED "BUILDINGS AND BUILDING REGULATIONS" BY AMENDING ARTICLE I, SECTION 54-7 ENTITLED "STATE BUILDING CODE ADOPTED"; AMENDING SECTION 54-8 ENTITLED "AMENDMENTS ADOPTED"; CREATING NEW CHAPTER 1 WITHIN SECTION 54-8 TO BE ENTITLED "ADMINISTRATION"; CREATING SECTION 101 TO BE ENTITLED "GENERAL"; CREATING SECTION 102 TO BE ENTITLED "APPLICABILITY"; CREATING SECTION 103 TO BE ENTITLED "BUILDING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT"; CREATING SECTION 104 TO BE ENTITLED "DUTIES AND POWERS OF BUILDING OFFICIAL"; CREATING SECTION 105 TO BE ENTITLED "PERMITS"; CREATING SECTION 106 TO BE ENTITLED "CONSTRUCTION DOCUMENTS"; CREATING SECTION 107 TO BE ENTITLED "TEMPORARY STRUCTURES AND USES"; CREATING SECTION

108 TO BE ENTITLED "FEES"; CREATING SECTION 109 TO BE ENTITLED "INSPECTIONS"; CREATING SECTION 110 TO BE ENTITLED "CERTIFICATES AND BUILDING USE"; CREATING SECTION 111 TO BE ENTITLED "TESTS"; CREATING SECTION 112 TO BE ENTITLED "CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS"; CREATING SECTION 113 TO BE ENTITLED "SEVERABILITY"; CREATING SECTION 114 TO BE ENTITLED "VIOLATION AND PENALTIES"; AMENDING ARTICLE III, DIVISION 2 BY REPEALING SECTION 54-92 ENTITLED "UNSAFE RESIDENTIAL BUILDINGS"; REPEALING SECTION 54-98 ENTITLED "PLANNING AND ZONING BOARD"; SECTION 54-129 ENTITLED "UNSAFE DWELLINGS OR STRUCTURES"; AND SECTION 54-130 ENTITLED "UNLAWFUL STRUCTURES"; AMENDING ARTICLE III ENTITLED HOUSING CODE TO CREATE NEW CODE SECTION 54-81 TO BE ENTITLED "PROPERTY MAINTENANCE STANDARDS, GENERAL"; CREATING NEW SECTION 54-82 TO BE ENTITLED "GENERAL REQUIREMENTS FOR THE EXTERIOR AND INTERIOR OF STRUCTURES"; CREATING NEW SECTION 54-83 TO BE ENTITLED "BOARDED UP BUILDINGS; HURRICANE SHUTTER REMOVAL REQUIRED "; CREATING NEW SECTION 54-84 TO BE ENTITLED "ADDITIONAL LANDSCAPE AND PROPERTY STANDARDS"; CREATING NEW SECTION 54-85 TO BE ENTITLED "SUPPLEMENTAL COMMERCIAL PROPERTY MAINTENANCE STANDARDS"; CREATING NEW SECTION 34-129 TO BE ENTITLED "RESPONSIBILITY OF OWNER"; CREATING NEW SECTION 34-130 TO BE ENTITLED "RESPONSIBILITY OF OCCUPANT"; CREATING NEW SECTION 34-131 TO BE ENTITLED "NUISANCE DECLARED"; CREATING NEW SECTION 34-132 TO BE ENTITLED "NUISANCE TO BE ABATED"; CREATING NEW SECTION 54-133 TO BE ENTITLED "PROCEDURE FOR ABATEMENT OF NUISANCE"; CREATING NEW SECTION 54-134 TO BE ENTITLED "APPEAL PROCEDURE"; PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 13

14. ORDINANCE NO. 15-2007 Development Review Fees

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 51, SECTION 51-6 ENTITLED "FEES FOR APPLICATION DEVELOPMENT REVIEW" TO DELETE THE FEE SCHEDULE AND PROVIDE FOR THE ESTABLISHMENT OF A SCHEDULE OF THE DEVELOPMENT ORDER APPLICATION FEES BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 14

15. ORDINANCE NO. 16-2007 Architectural Guidelines for Commercial Buildings
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK TO CREATE NEW ARTICLE XI TO BE ENTITLED "ARCHITECTURAL DESIGN GUIDELINES FOR NON-RESIDENTIAL BUILDINGS" AND WITHIN NEW ARTICLE XI TO CREATE

NEW CODE SECTION 78-330 TO BE ENTITLED "GENERAL PROVISIONS"; NEW CODE SECTION 78-331 TO BE ENTITLED "DEFINITIONS"; NEW CODE SECTION 78-332 TO BE ENTITLED "DESIGN TREATMENTS"; NEW CODE SECTION 78-333 TO BE ENTITLED "BUILDING FACADES AND ELEVATIONS"; NEW CODE SECTION 78-334 TO BE ENTITLED "BUILDING COLOR AND FINISH"; NEW CODE SECTION 78-335 TO BE ENTITLED "ARCHITECTURAL ELEMENTS"; NEW CODE SECTION 78-336 TO BE ENTITLED "WINDOW AND DOOR TREATMENTS"; NEW CODE SECTION 78-337 TO BE ENTITLED "PREFERRED ROOF MATERIALS AND STYLES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 15

16. ORDINANCE NO. 17-2007 Open Container Law

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 6, ENTITLED "ALCOHOLIC BEVERAGES"; OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, TO AMEND SECTION 6-1 ENTITLED "DEFINITIONS;" TO RETITLE SECTION 6-1 AS "LEGISLATIVE INTENT FOR OPEN CONTAINER ORDINANCE"; TO AMEND SECTION 6-2 ENTITLED "DRINKING IN PUBLIC PLACES"; TO RETITLE AS "DEFINITIONS"; TO AMEND SECTION 6-3 ENTITLED "SALE NEAR CHURCHES, SCHOOLS, ETC." TO RETITLE AS "CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES IN UNLICENSED ESTABLISHMENTS, PUBLIC PARKING LOTS, PUBLIC WAYS AND PLACES PROHIBITED" CREATING NEW SECTION 6-6 TO BE ENTITLED "SALE NEAR CERTAIN USES PROHIBITED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 16

ORDINANCE ON SECOND READING:

17. ORDINANCE NO. 03-2007 Historic Preservation

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 66, SECTION 66-10 ENTITLED "APPLICATION FOR CERTIFICATE OF APPROPRIATENESS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 17

18. ORDINANCE NO. 08-2007 Public Records Requests

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO TOWN ADMINISTRATION, TO AMEND ARTICLE I, TO CREATE NEW SECTION 2-4 TO BE ENTITLED "PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND

19. ORDINANCE 10- 2007 Purchasing Authority of the Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 (11) OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Tab 19

20. ORDINANCE NO. 11-2007 Harbor Marina Advisory Board Schedule & Duties

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 76, ARTICLE II, PROVIDING FOR THE AMENDMENT OF SECTION 76-36 ENTITLED "REPORTING TO COMMISSION; ASSISTANCE OF OFFICIALS AND EMPLOYEES"; PROVIDING FOR THE REPEAL OF SECTIONS 76-37, 76-38, 76-39, 76-40, 76-41 AND 76-42 PERTAINING TO THE HARBOR MARINA ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 20

21. ORDINANCE NO. 12-2007 Garage Sale

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 20 PERTAINING TO SECONDHAND GOODS, ARTICLE II GOVERNING GARAGE SALES, SECTION 20-32 ENTITLED "PERMIT REQUIRED" TO REDUCE THE GARAGE SALE PERMIT FEE AMOUNT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Tab 21

K. ADJOURNMENT:

Presentation

LAKE PARK HISTORICAL SOCIETY

Presentation to
Lake Park Town
Commission

July 18, 2007

HISTORIC PRESERVATION

In the preamble to the National Historic Preservation Act, Congress found that the preservation of America's heritage "...is in the public interest so that its vital legacy of cultural, educational, aesthetic, inspirational, economic and energy benefits will be maintained and enriched for future generations of Americans"

Secretary of the Interior of the U.S. government defines the historic environment as districts, sites, buildings, structures, objects, and landscapes which are significant in American history, architecture, archeology, engineering, and culture.

HISTORIC KELSEY CITY

Kelsey City was established in 1923 and was the FIRST Zoned Municipality South of Washington DC₁

Kelsey City was Planned and landscaped by the Olmstead Brothers, a family famous for designing Central Park in New York City and the Biltmore Estate in Ashville, NC₂

In 1939 The Garden Club of Kelsey City initiated the change of the Town name from Kelsey City to **Lake Park**

LAKE PARK'S ASSETS:

Waterfront Park

Marina

Heritage

Quaint commercial district surrounded
by residential

Well Plotted with industrial,
commercial, residential

Historic Resources

LAKE PARK'S ASSETS

Waterfront Park



LAKE PARK'S ASSETS

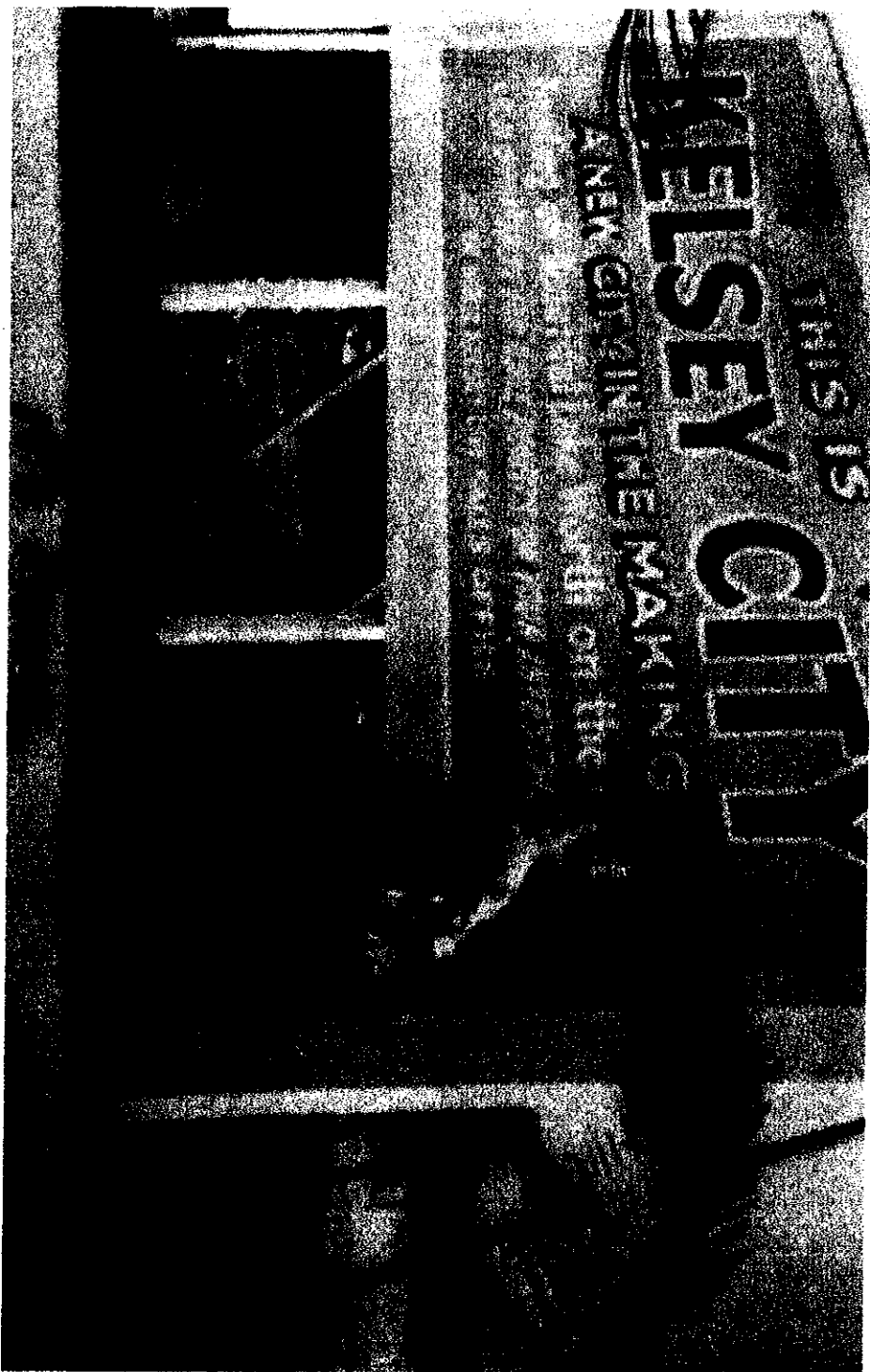
Marina



LAKE PARK'S ASSETS

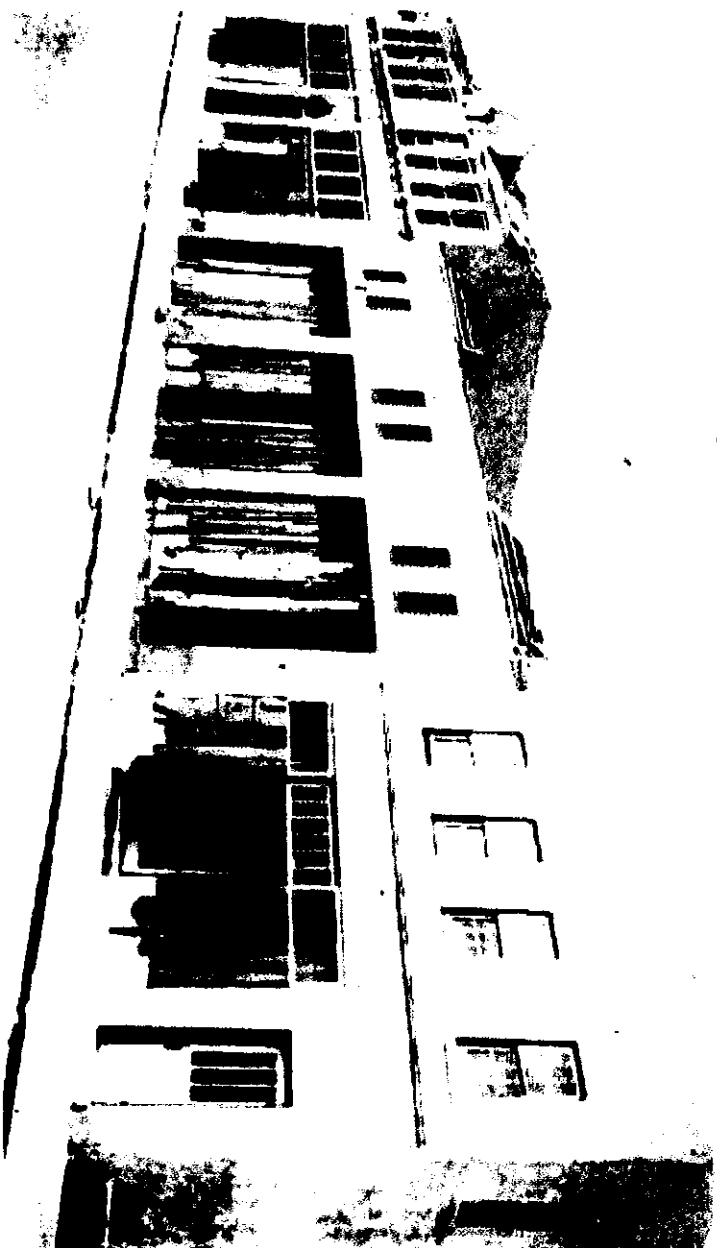
Heritage





LAKE PARK'S ASSETS

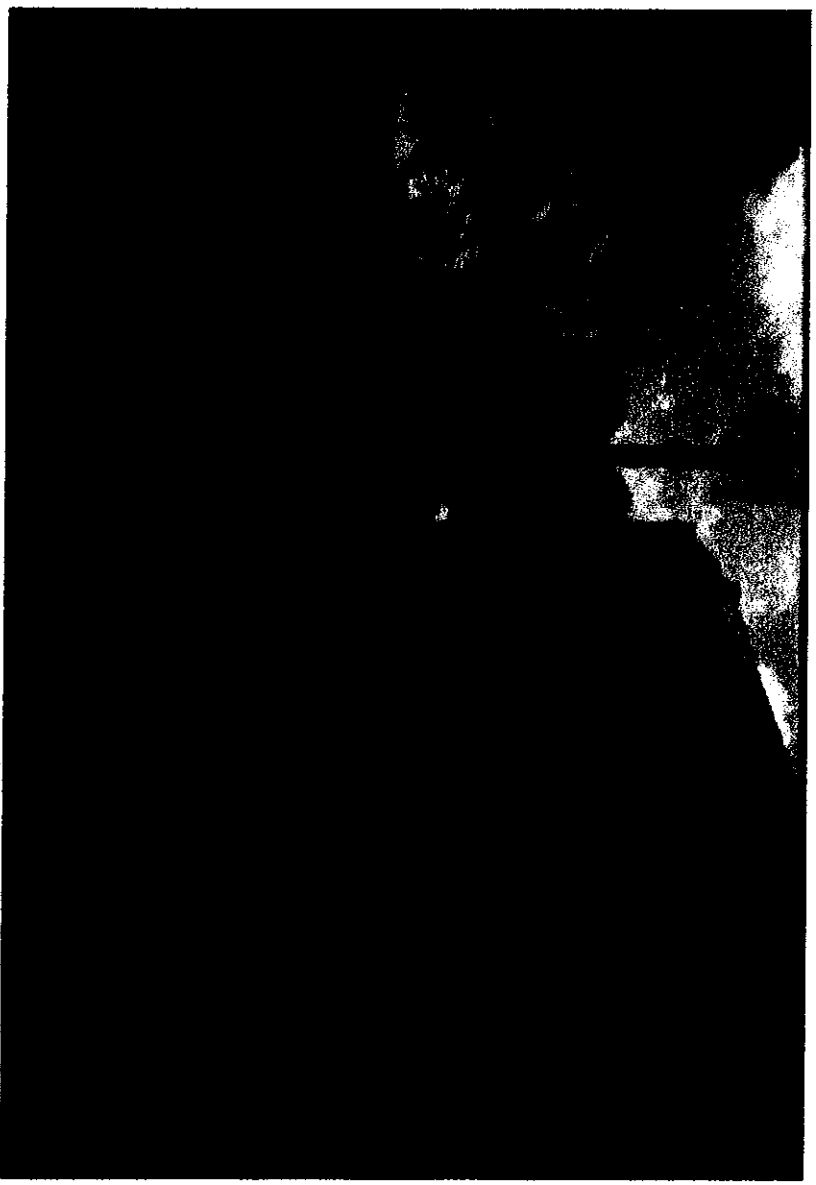
Downtown/Park Ave (circa 1920's)



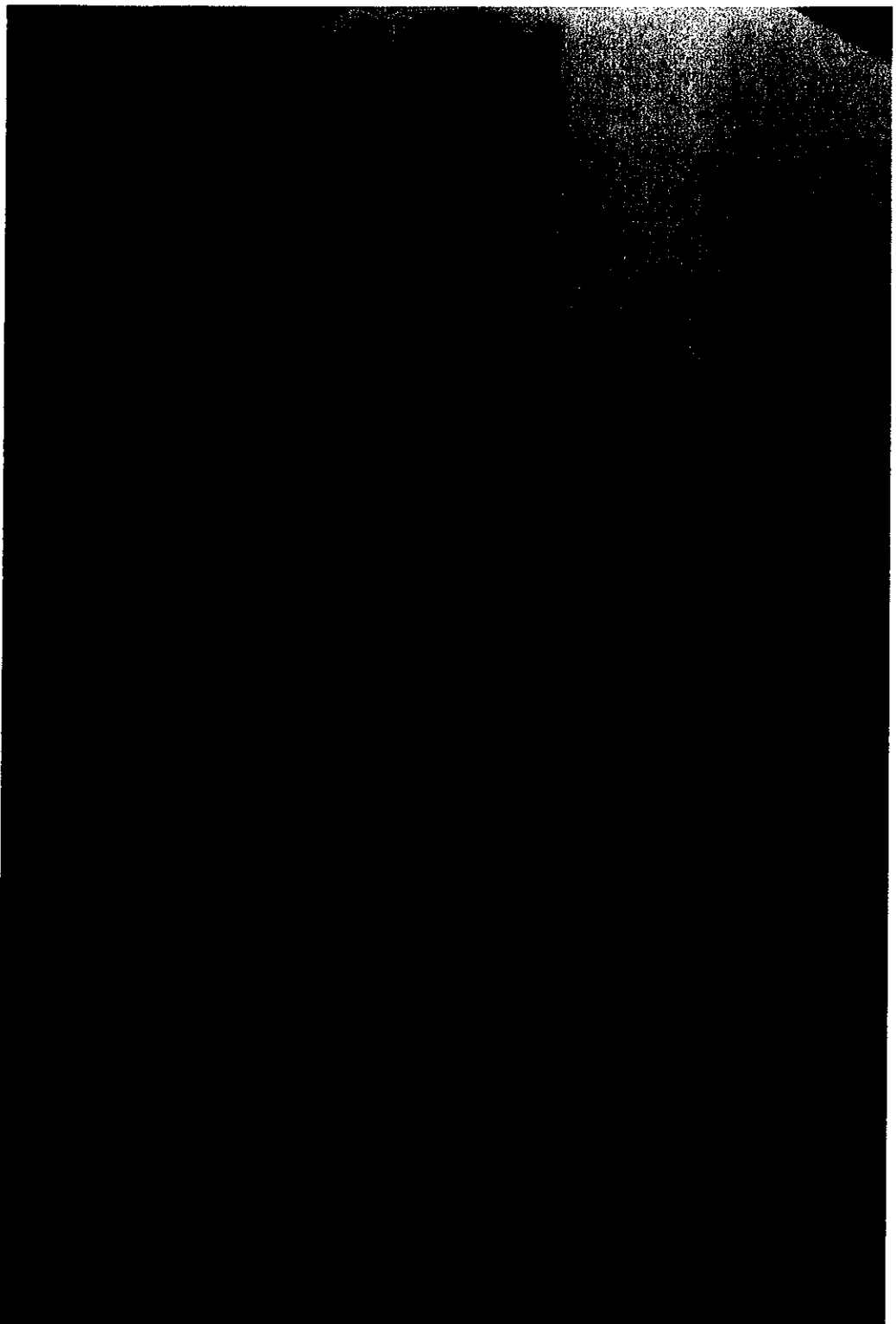
LAKE PARK'S ASSETS



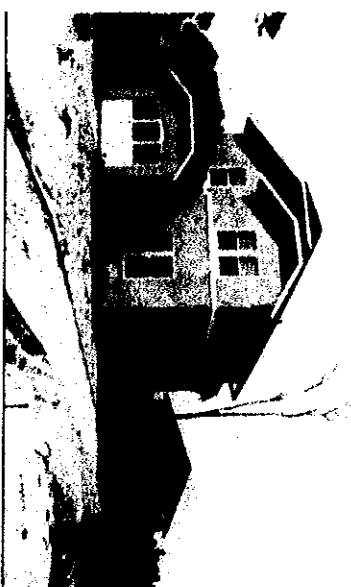
Downtown/Park Ave Today



HISTORIC RESOURCES



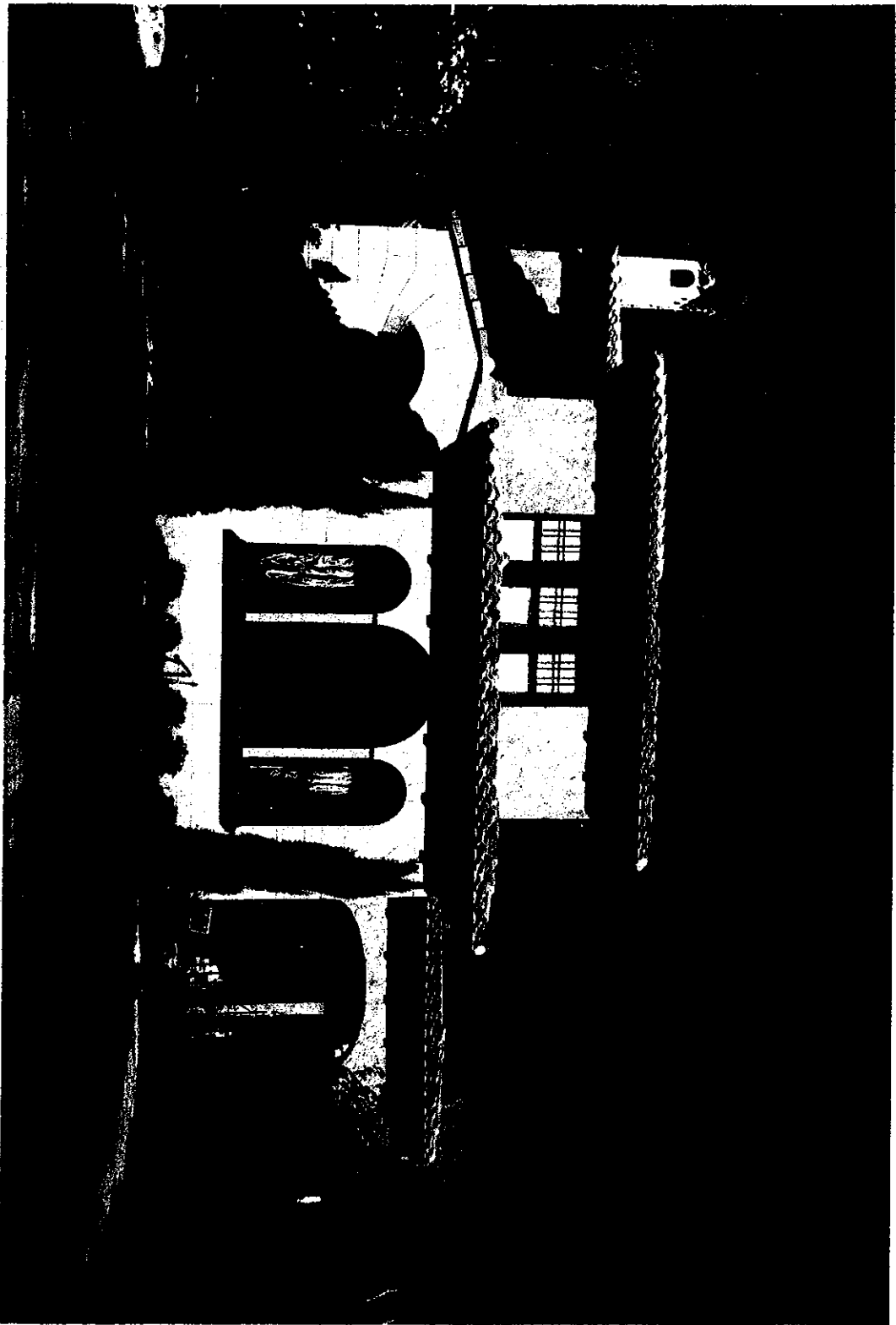
HISTORIC RESOURCES *THEN & NOW*



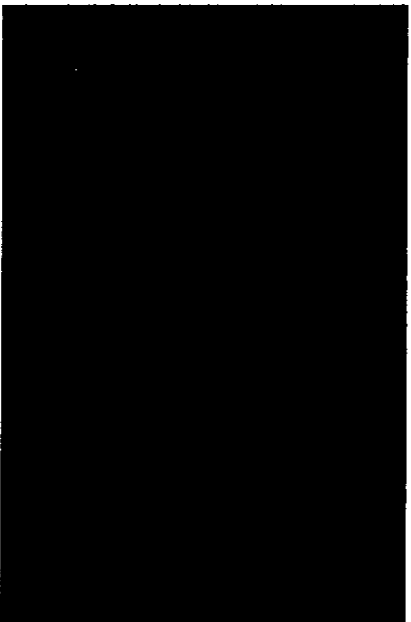
A high-contrast, black and white photograph showing a person's legs and feet. The person is wearing dark pants and light-colored shoes. The image is heavily shadowed, with the right side being much brighter than the left.

[illegible]

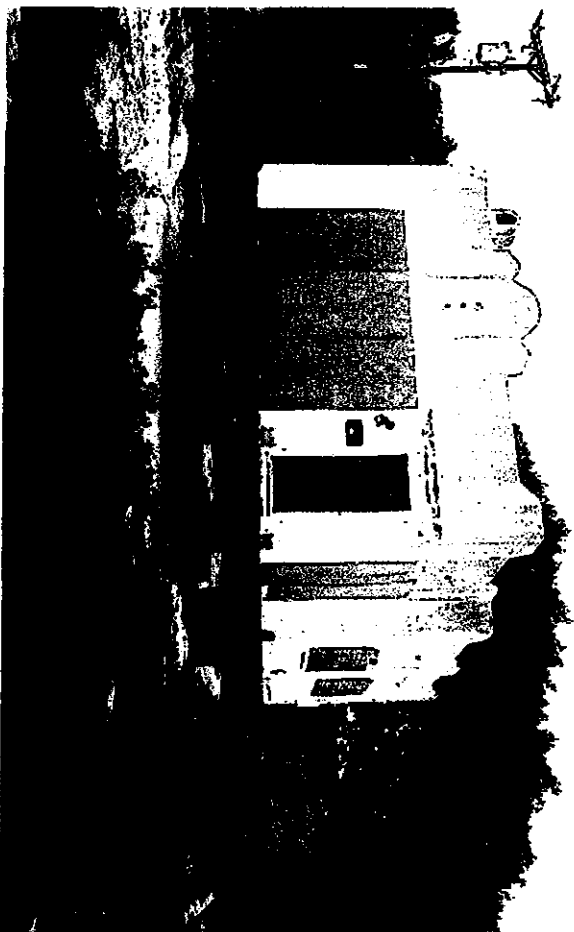
HISTORIC RESOURCE NOW



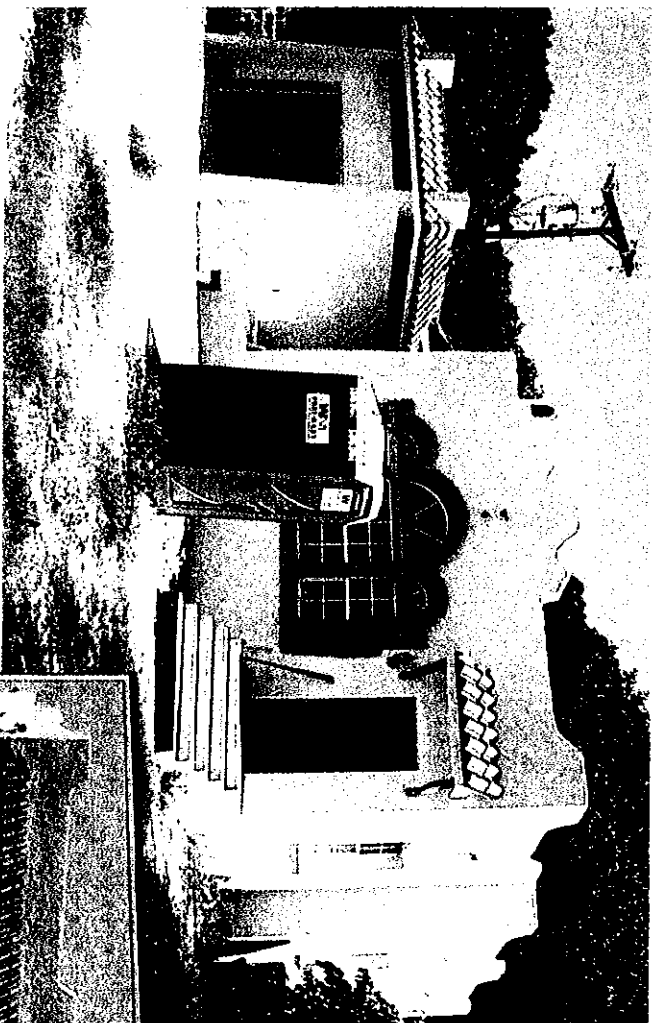
EVERGREEN HOUSE *THEN & NOW*



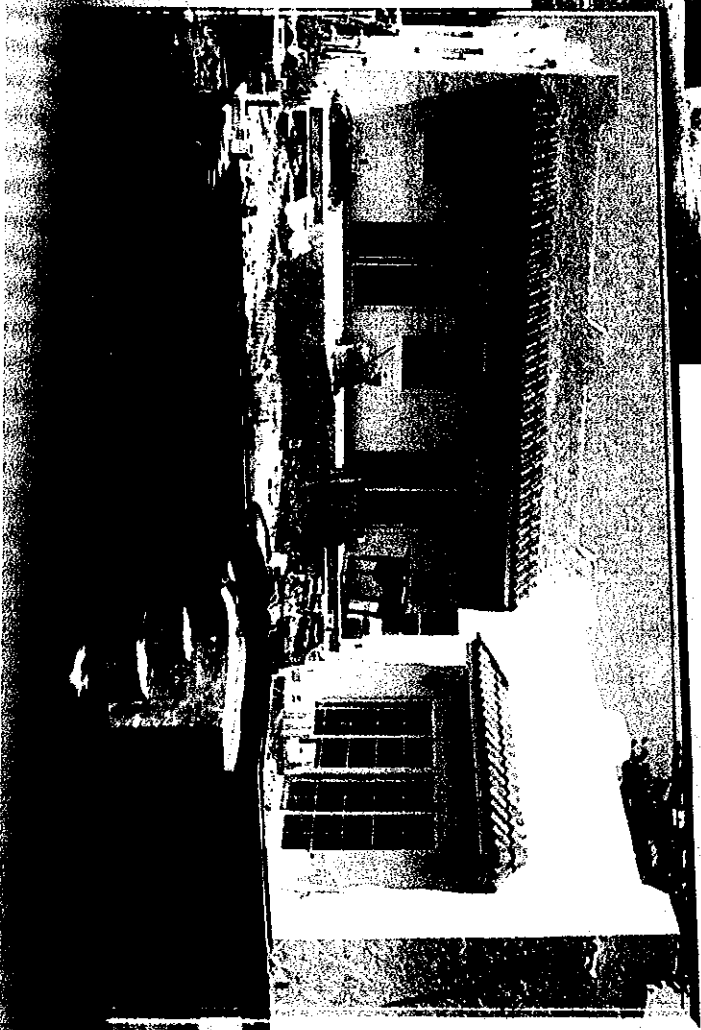
ORIGINAL KELSEY CITY HOME THEN



HISTORIC RESOURCE NOW



Special Certificate of
Appropriateness issued
to move to present site

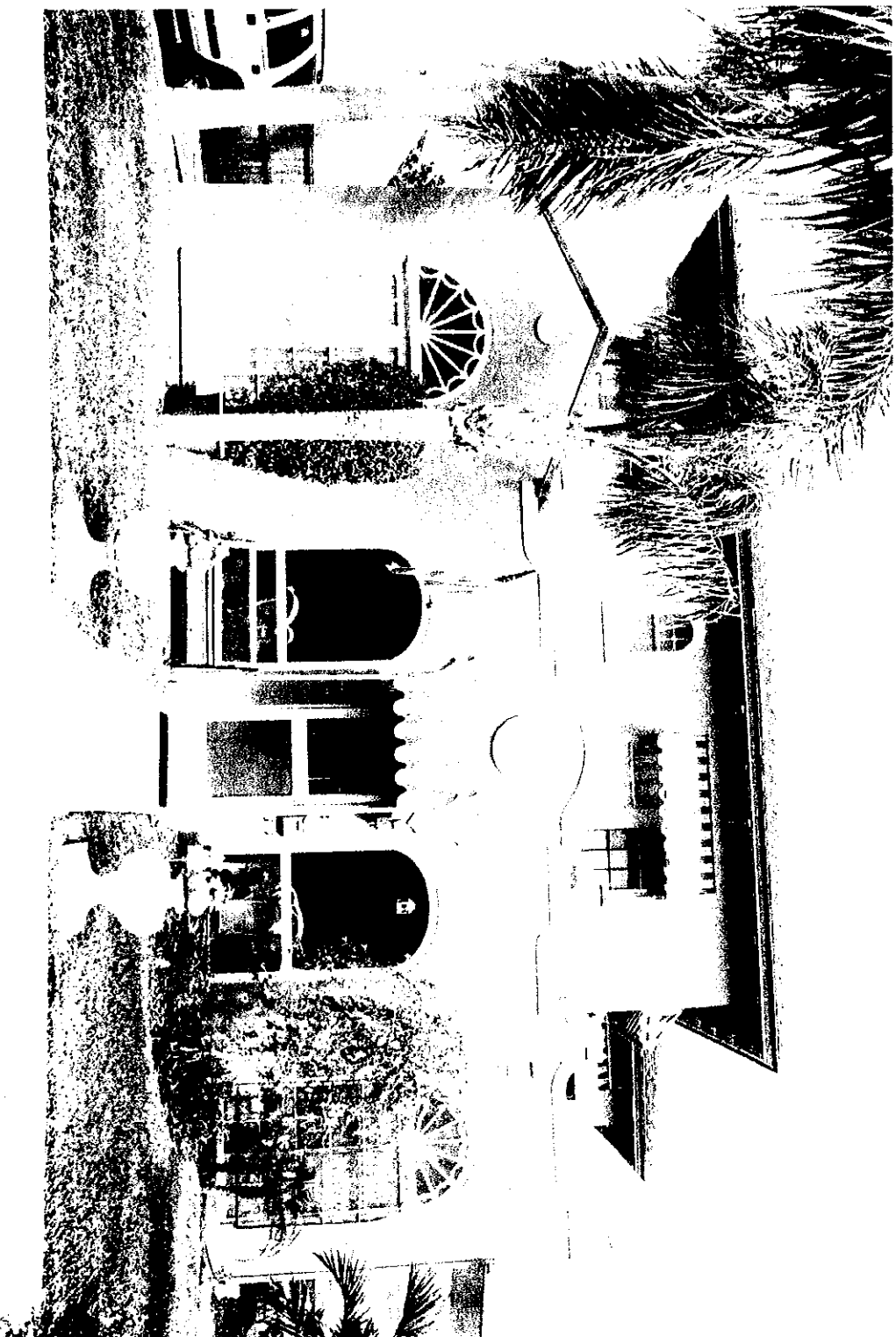


ORIGINAL KELSEY CITY HOME *THEN*

FRANCES PROCIDA
227 Foresteria Drive
Lake Park, Florida 33403



HISTORIC RESOURCE NOW

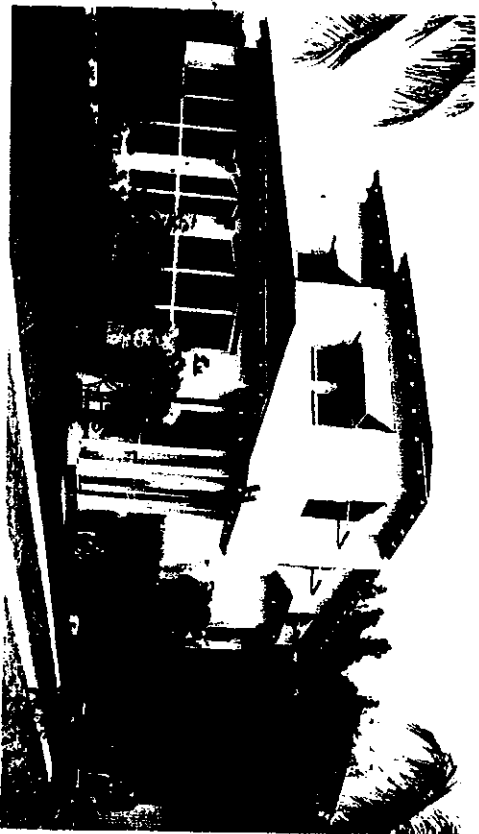


ORIGINAL KELSEY HOME *THEN*



HISTORIC RESOURCE NOW

Photos
1943-44



One home at #211 Park Ave.



RESULTS OF PRESERVATION

Revitalization of urban districts and neighborhoods

Heritage tourism- Palm Beach County ranks 4th in number of National Register of Historic Places Florida Listing out of 67 counties in the State ³

Increased property values ⁴

Predictability for investors ⁵

Architectural Diversity/History (sense of place)

Strengthens ability to obtain grants- Palm Beach County has received the 3rd highest Dollar amount in grants in the State from 1983-2002 ⁶

HISTORIC PRESERVATION IN LAKE PARK

In 1998 a study identified 101 of the original Kelsey City structures deemed eligible for Historic Designation (Historic Resource list) ⁷

Lake Park adopted a Historic Preservation Ordinance in 1998 in order to protect those structures listed on the Historic Resource list ⁸

1999 Lake Park became a Certified Local Government ⁹

HISTORIC PRESERVATION ORDINANCE

Historic preservation ordinances have become the primary method used by local governments to provide some degree of protection for historic resources. By designating local landmarks and historic districts with design review, historic preservation ordinances can build community pride and appreciation, as well as act as a catalyst for redevelopment and neighborhood revitalization.

HISTORIC DESIGNATION

Local designation can be a powerful tool in preserving community character.

Strengthens stabilization and promotes rejuvenation or rehabilitation.

Does not increase property taxes.

No limits on property use or restrictions of sales.

Eligible for tax credits and incentives including tax abatement in Lake Park

HISTORIC DESIGNATION

There may be both tangible and intangible benefits to owning property in a historic district. Some studies have shown that property values rise faster in designated historic districts than in similar, neighborhoods. This may be because owners have the assurance that their neighbors will be unable to make changes that would be detrimental to property values. ¹¹

HISTORIC DESIGNATION

Gives distinction to designated communities and a unifying bond among property owners.

Provides expert review of proposed exterior changes as part of COA process.

Protects from demolition and inappropriate development.

No review is required for ordinary repairs such as replacing a missing or deteriorated element with one exactly like it

HISTORIC DISTRICT PROPERTY VALUE

“Transaction prices of residential real estate in designated historic districts consistently indicate that the market values the protections which flow from such designation.”

John Kilpatrick, *real estate researcher and author of the four studies on house prices*

LAKE PARK HAS ALREADY DONE THE HARD WORK

Established as a (CLG) Certified Local
Govt.

Adopted a Historical Preservation
Ordinance

Conducted survey of Historic Resources
Has Local Historical Society available
for archive info and to assist preservation
efforts

✱ Have a staff grant writer

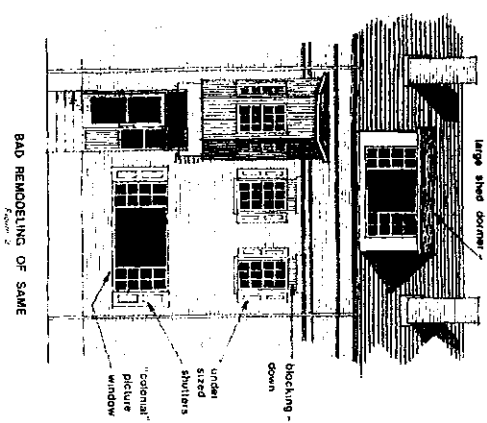
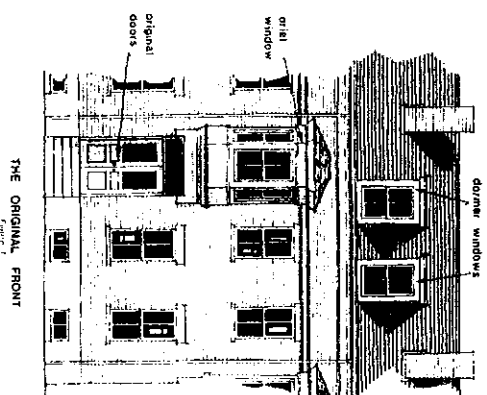
CRITERIA FOR DESIGNATION

The quality of significance in American history, architecture, archeology, engineering, and culture is present in districts, sites, buildings, structures, and objects that possess integrity and:

- A.** That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B.** That are associated with the lives of persons significant in our past; or
- C.** That embody the distinctive characteristics of a type, period or method of construction, or that represent that the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D.** That have yielded, or may be likely to yield, information important in prehistory or history.

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

1. "A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment."
2. "The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided."



THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION CONTINUED

3. "Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken."
4. "Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved."
5. "Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved."

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION CONTINUED

6. "Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence."

7. "Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible."

8. "Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken."

THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION CONTINUED

9. New Additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment."

10. "New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired."

PROPOSED

Re-evaluate Historic Resources

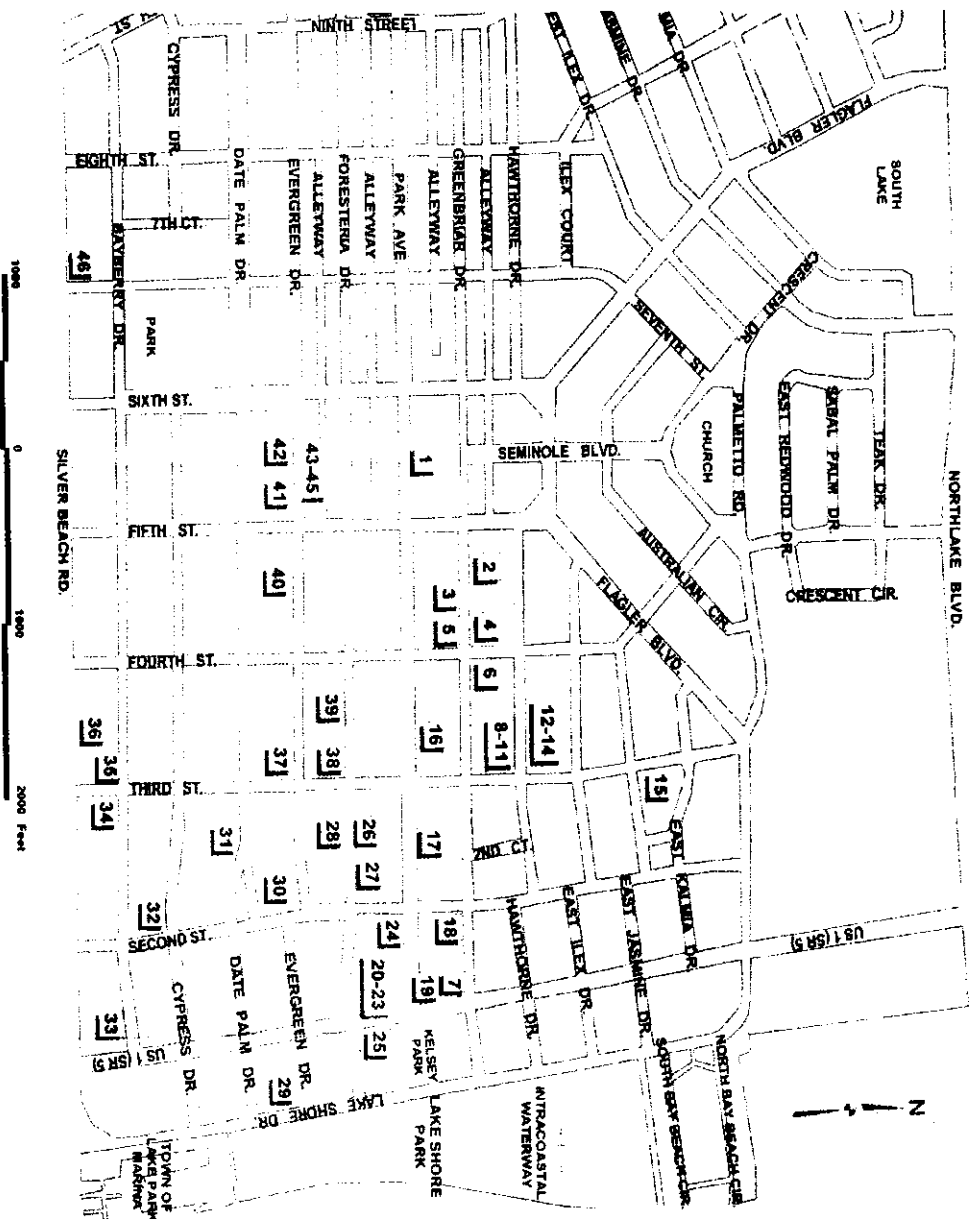
Communicate with homeowners within proposed district to gain majority consent

Create-

Kelsey City Historic District of Lake Park

4 districts- North, South, East, West (*resources located outside the "district" could still be locally designated*)

PROPOSED KELSEY CITY HISTORIC DISTRICTS OF LAKE PARK



TRANSFERRED DEVELOPMENT RIGHTS (TDR) PROGRAM

The Intent of the TDR program is to use market forces to pay for the preservation of historic building and for the creation of new public open space. It allows developers to acquire rights that can be used to increase development potential at a more suitable location. The program allows property owners to realize financial compensation that redeveloping the property could bring without losing the structures or open spaces that make a community unique.

TDR PROGRAM EXAMPLE

St. Ann Church Downtown WPB ¹³

Fought Mandatory Historic Designation for
several years

Did not want to lose any of the financial
benefit of selling property to developer

City adopted TDR program and Developer
bought the available development rights, St.
Ann kept the property and the proceeds from
the sale of Transferred Development Rights.

TDR PROGRAM IN LAKE PARK

Possible Sending Sights

Historic Resources located on US1 and Park AVE.

Possible Receiving Sites-

Earl Stewart, Twin City Mall property,
existing waterfront development

IMPLEMENTING PROPOSAL

Communication- Historical Society can be
Town staff's liaison and assist with Historic
Designation, Forming District,

Education- Historical Society will work with
homeowners & assist staff to develop a
“package” for historic homeowners

Community involvement- Workshops,
fundraisers, Neighborhood Improvements

Unified mission- Lake Park's IDENTITY

Marketing- Preserving & Promoting our Past
for our Future

TOWN SUPPORT

Designating local historic districts.

Coordinating historic district zoning with base zoning.

Providing information to owners about the maintenance and repair of historic buildings.

Developing and distributing guidelines on appropriate changes in the historic districts.

Complying with decisions made in the design review process.

TOWN SUPPORT

Providing staff support & arrange training for Historic Preservation Board.

Proactively Offering tax abatement as financial incentive to assist the rehabilitation of historic properties.

Include Historic Preservation as an important element in the Comp Plan revisions.

Consent Agenda

TAB 1

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. Tab 1

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Regular Commission Meeting Minutes of June 6, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of June 6, 2007.

Approved by Town Manager

[Signature: W. Davis]

Date:

6/26/07

[Signature: Monica G. Shepherd]

Name/Title

Deputy Clerk

6/25/07

Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <i>[initials]</i> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. Yes I have notified everyone _____ or Not applicable in this case <u>X</u> _____ Please initial one.	

Summary Explanation/Background:



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
June 6, 2007 7:30 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 6, 2007 at 7:30 p.m. Present were Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, Attorney Thomas Baird, and Town Clerk Vivian Mendez. Mayor Castro was absent

Vivian Mendez led the Invocation.

Vice-Mayor Daly led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

None

Motion: A motion was made by Commissioner Osterman to approve the Agenda; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	Absent		

Motion passed 4-0.

PUBLIC and OTHER COMMENT

Palm Beach County Commissioner Karen Marcus – stated that the Palm Beach County Commission had placed the “Let Us Vote” Home Rule Charter Amendment for discussion on their agenda for June 19, 2007 at 2 pm (see Exhibit “A”). She stated that it was an issue that the Palm Beach County Commission knew nothing about and therefore wanted to move forward and discuss the issue publicly. The Palm Beach County Commission meets with the North County Municipalities on a quarterly basis and she would like to have an emergency meeting to talk about the impacts of the “Let Us Vote” Home Rule Charter Amendment. The Palm Beach County Commission’s attorneys looked at the petition and they did not believe that the petition represented what the information is saying it will do. If one Town voted against the Amendment

than no municipality could implement the Charter Amendment. She gave a history of Charter Amendments that were adopted by Palm Beach County and stated that the "Let Us Vote" Home Rule Charter Amendment could have long range implications. She requested that the Lake Park Commission sit down with the Palm Beach County Commission to discuss the Amendment at the June 19, 2007 meeting.

Vice-Mayor Daly stated that he reviewed the Amendment and found that the Town Commission was requested to contribute \$10,000. He stated that he did not remember the contribution being presented and agreed upon by the Town Commission. He asked Attorney Thomas Baird if he recalled the Town Commission agreeing to a \$10,000 contribution.

Attorney Thomas Baird did not recall a presentation to agree upon a \$10,000 contribution.

Vice-Mayor Daly stated that the "Let Us Vote" Home Rule Charter Amendment and the proposed contribution needed to be revisited and reviewed by the Town Commission.

Palm Beach County Commissioner Karen Marcus stated that there was a broader issue in addition to the financial side of the "Let Us Vote" Home Rule Charter Amendment. The Commission needed to review the Amendment on a global level and pause before moving forward. She would make herself available for any meetings to answer any questions that the Commission might have.

Vice-Mayor Daly directed Town Manager Maria Davis to research the history of the "Let Us Vote" Home Rule Charter Amendment and the decisions that the Commission made on it.

Commissioner Osterman asked Attorney Thomas Baird to review the language of the "Let Us Vote" Home Rule Charter Amendment and give his opinion.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor Castro

Absent

Commissioner Carey

None

Commissioner Osterman commended staff for the Planning & Zoning Workshop.

She stated that a small child had been hit by a car a couple of weeks ago on the corner of U.S. Highway One and Park Ave. The child had just been airlifted to Joe DiMaggio Children's Hospital in Fort Lauderdale. The family was having financial hardship and donations could be made to the family through their website at www.kirramiller.com.

Commissioner Balius stated that George Hill was a member of Lake Park's Community Watch. He recommended a proclamation for George Hill to recognize his contributions to the Town.

He stated that there have been many complaints about dogs without leashes and pet owners who were not picking up after their pets.

Vice-Mayor Daly stated that Citizens on Patrol were donating a brick paver at the Marina in George Hill's name.

Attorney Thomas Baird stated that the 4th District Court of Appeal has set the Pension Board Case for oral argument on July 10, 2007. The oral arguments are set to begin at 10 a.m. and they would hear three cases. If anyone wanted to attend he would provide them with the information.

Town Manager Maria Davis stated that the Town's Library Director Jane Terwillegar was nominated for the Women in Leadership Award in Excellence in the Job Profession Category by the Executive Women of the Palm Beaches Organization. She stated that it was a positive testament to Jane and the wonderful work she does. She announced with sadness that Library Director Jane Terwillegar would be retiring in August.

She gave an update on the following Town projects:

Alleyway Project: There had been a 30 day delay of the bid opening due to a requirement to replace a water line. The bid opening would be in mid-July.

Recreation Trailer: The electrical, security screens, and demolition of the interior were complete on the Recreation Trailer. The computer stations would be done by Friday and the A/C would be hooked up. They would be obtaining bids for the stairs, ramps and skirting for the trailer.

Lake Shore Park Restoration Project: The Lake Shore Park project was moving along nicely. The electric was complete with the exception of the light poles which would be arriving in approximately three weeks. The concrete walk had been installed and installation of the heart trail and playground equipment had begun. The two pavilions had roof trusses and sheathing and would be dried shortly. The irrigation lines were in and the tennis court fence replacement had commenced.

Mirror Ballroom: A new sound system and stage lighting were installed in the Mirror Ballroom and a baby grand piano was on the way. She stated that the improvements were done through grant proceeds.

10th St. Landscaping Project: She expressed disappointment with the progress of the 10th St. Landscaping Project. It was her understanding that the hold up was due to Florida Power & Light. Florida Power & Light would be putting a meter in the following day so that the contractor could commence work on the project.

Bert Bostrom Park: The infield clay and weeds would be removed Friday or Monday. Soil and sod would be replaced on the infields.

Lake Park Harbor Marina: The baffles for the retrofit project on the north breakwater were in the process of being fabricated. The design for the south breakwater was in the permit application process and the pilings were in the design phase.

CONSENT AGENDA:

1. Regular Commission Meeting Minutes of May 2, 2007
2. Regular Commission Meeting Minutes of May 16, 2007

3. State Revenue Sharing Application for FY 2007-2008
4. Authorize Mayor to sign letter of approval for the allocation of Justice Assistance Grant funds
5. Purchase of Bronze Fountain for Lake Shore Park
6. Award contract for Meyers Turf for the fill dirt blend at Lake Shore Park
7. Award contract for the Emergency Contract for installation of temporary pilings to post "no wake zone" signage at the Harbor Marina
8. Award contract to Odum's Sod, Inc. for Lake Shore Park

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve the Consent Agenda; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	Absent		

Motion passed 4-0.

PUBLIC HEARING(S)

ORDINANCE ON 1ST READING

ORDINANCE NO. 03-2007 – Historic Preservation

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 66, SECTION 66-10 ENTITLED "APPLICATION FOR CERTIFICATE OF APPROPRIATENESS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan stated that he was trying to fix a mistake in the Historic Preservation Code. There was an inconsistency and contradiction in the code. The Town did not want to undesignate any historic properties. He explained that the Town knew the importance of its historic properties and wanted to encourage historic property owners to keep their properties and to protect and preserve the Town's past. He pointed out that he was a member of the National Trust and has paid his dues for many years. He stated that he has been very active in promoting historic preservation in previous jobs. He understood how important historic preservation was to the Town. He explained that Section 66 of the Historic Preservation

Code provided a process of designating historic properties and gave the Historic Preservation Board the authority to designate properties. The Town put together a list of houses that might be eligible for historic designation.

He explained the process required to designate a historical property. Many houses were found uneligible. Of the 100 houses surveyed, 56 were not eligible. Fourteen (14) homes were designated and the owners of the 30 remaining homes chose not to be designated. The Commission amended the code to provide for voluntary designation which allowed those property owners who were already designated to opt out of designation. There was a voluntary designation process in place today. All houses on the list must obtain a Certificate of Appropriateness before any work could be done to them. The designation process would not change unless the Commission wanted to change it. The code required a Certificate of Appropriateness whether the house was designated or not.

He presented the question "Can you require an undesignated ineligible house to conform to the secretary of the interior standards for historically designated structures?" It was a contradiction in of itself because many of the structures were not historically designated. The Town of Lake Park was the only community in Florida that required undesignated houses to receive an historic Certificate of Appropriateness before they could build or alter their house. All of the ordinances require the Certificate of Appropriateness for designated houses. He was not aware of anyone in the state or country that does that process. Towns, Cities, Counties, and States do not require undesignated structures to comply with standards for designated structures because to do so violates people rights on many levels.

He recommended due process which would require a prior public hearing. Due Process would provide the property owner the opportunity to appeal if they did not agree with the outcome. At the end of the process, the owner is informed that they must comply with certain rules and regulations. The Town's code ignores this process. If the Commission wanted those homes to conform to the standards they must follow the rules and designate them as historic structures and require them to meet the standards. He recommended the voluntary process be changed to a mandatory one, the language in the Town's ordinance be changed and to pass the ordinance that was before them. He recommended dropping the reference to being on the list and leave only historic designation as a trigger for obtaining a Certificate of Appropriateness. It would not eliminate the ability to move forward and work with owners to get their properties designated. He recently sent a letter to most of the owners on the list which stated that the Town was willing to work with them if anyone wanted to apply for designation and encouraged them to take a proactive look at the process which could include tax breaks. He asked the Commission to not leave contradictory or potentially illegal language in the code.

Commissioner Balias asked who did the survey on the houses that were on the list.

Community Development Director Patrick Sullivan stated that a historic preservation consultant did the survey.

Commissioner Balias asked for clarification on why certain homes were not considered historical.

Community Development Director Patrick Sullivan explained that it was not that the homes were not historical but they had been altered in some manner and did not exhibit enough of the criteria

to be considered eligible for designation.

Commissioner Balius stated that the 50 year mark in the ordinance was not irrelevant.

Commissioner Osterman stated that removing the 50 year clause limits the ordinance to those properties that are designated.

Vice-Mayor Daly stated that it was difficult to make a decision because it could pose a legal issue.

Attorney Thomas Baird stated that the process currently established in the code was not providing due process to property owners. It was his recommendation that a new ordinance be drafted with certain language deleted. The Commission could pass the ordinance on 1st reading and then look at modifying the language that is proposed to be deleted. There would need to be some standards set in order to require a Certificate of Appropriateness. He would probably not be able to develop such a process before the 2nd reading of the ordinance.

Commissioner Osterman stated that the criteria for the designation of historic properties already existed. It may not be difficult to come up with the criteria.

Attorney Thomas Baird explained that it would be difficult for Community Development Director Patrick Sullivan to create the process for designation of historic properties. There would need to be a person with historical expertise to evaluate properties and come up with a process for designation. The Commission could move forward with the new Historic Ordinance and subsequently move forward with an ordinance that repeals the voluntary designation and return to the process where the Historic Preservation Board makes a determination of those remaining 30 properties for designation.

Commissioner Balius recommended a Historical Preservation Board made up of people who were educated in historical preservation.

Attorney Thomas Baird stated that the current composition of the Historical Preservation Board was adequate to make determinations of a historic nature. He explained that in small towns it is required to establish a board that is made up of residents from that community. If the Commission wanted to establish a new Historic Preservation Board that included individuals from outside the community, they would have to establish a new ordinance that would allow them to do so.

Discussion ensued between the Commission and Town Attorney Thomas Baird regarding different options related to Historic Preservation Boards.

Town Attorney Thomas Baird stated that he and Town Manager Maria Davis could bring back some recommendations of different criteria for Historic Preservation Board.

Vice-Mayor Daly stated that he would like to give the Historical Preservation Board and the owners of historic homes the opportunity to bring their ideas and recommendations to the Commission.

Commissioner Balius stated that the Planning & Zoning Board should not be burdened with the

Historical Preservation Board duties.

Commissioner Osterman stated that the Town had legal, operational, cultural, and historic issues. The Town was not legally in the right place by not having due process and treating people equitably. She would like to have clarity on what they were doing in terms of the historic properties.

Vice-Mayor Daly stated that if there was a Historical Preservation Board of experts, it would be a step in the right direction.

Commissioner Osterman stated that the Commission needed to set policy and decide whether or not the properties would be designated.

Vice-Mayor Daly stated that if the Commission had a better understanding from professionals on the designation of homes, perhaps they would be willing to supply the Commission with the information they would need to make a decision.

Commissioner Carey gave an example of a home that was undesignated in the past. He recommended voluntary designation that would be irreversible. He recommended educating the people on the benefits of designation. Designation should be on a voluntary basis through education.

Public Comment Open.

Leigh Kendall, 318 Hawthorne Dr. - thanked the Commissioners and the Town Attorney for meeting with her over the last couple of weeks. She felt encouraged to know that the Town had a Commission that had the Town's best interests at heart and are open minded enough to explore the direction of historic preservation as an economic development tool to create a definable identity for Lake Park moving into the future. She stated that Kelsey City was one of the most important and well planned communities not only in the county but the whole country. Graduate students from schools thousands of miles away were studying Kelsey City as one of the most innovative and efficient designs known. She spoke to someone with a Masters Degree in Urban Planning who had studied Kelsey City in his program and he told her that he could not believe that the Town was not jumping up and down promoting that impressive status. She stated that there was an opportunity to propel the Town into its full potential using the Town's heritage, remaining historic structures, it's proximity to the waterfront and marina and the Town's quaint commercial downtown district.

She stated that she felt strongly about historic preservation and that the Commission must take a stand to hold onto the Town's valuable assets. She asked for a copy of the survey of the 56 properties that were designated inelligible. The property owned by Brian and Cynthia Morozzi at 400 Greenbriar Dr. was on the Historic Preservation Board's Agenda for approval of renovations. She stated that the home was not designated but was on the survey of 100 structures that were deemed eligible in the 1998 study. Those 100 homes were currently required to go before the Historic Preservation Board to obtain approval for alterations and renovations. Several of the board members had commented on 400 Greenbriar Dr. and stated that it was one of their favorite historical homes in Lake Park and were happy that Mr. Morozzi had hired a well known architect to restore the property. She stated that if the current code was amended as proposed, the owner of a home such as 400 Greenbriar Dr. would not be required to go before

the Historical Preservation Board for approval and the only permits they would have needed would be a typical building permit issued by staff. It would be a tragedy if someone who did not appreciate those properties and the value they added to the community had the easy opportunity to destroy them. She asked why the Commission would consider to take away the opportunity to review historical properties and make a decision as to whether proposed alterations were appropriate. She stated that if the code was amended a property owner such as Mr. Morozzi could demolish his historic home and there would be no one to tell him he could not do so.

She stated that there are over 2000 homes in Lake Park and only 100 that would be affected by the ordinance. The small percentage of persons applying for building permits would not be enough to bog down staff to the point that it would be a better idea not to protect the historical homes. The homeowners were either notified of the ordinance in 1998 or they were required to find out how their property was zoned when they purchased it. She requested that the Commission vote to table the item for the time being. She would like to make a presentation on the benefits of historic preservation and some specific examples of where historic preservation has had a major economic impact on communities. She requested that her presentation be placed on the agenda for one of the Commission meetings in July.

Vice-Mayor Daly asked Ms. Kendall to provide input on how the Commission and Historical Preservation Board could come to some kind of compromise on the amended ordinance.

Ms. Kendall stated that she was willing to put a full presentation and proposal together on how the Town could move forward with historical preservation. She asked that the Commission not make a decision on the ordinance. She stated the ordinance needed to be changed but she thought there were better ways to do it. The current historical property owners were not encountering a hardship. They would just need to come before the Historical Preservation Board for review of their proposed changes or renovations. Staff in the Community Development Department did not have the expertise to make decisions on alterations or renovations to historical properties.

Vice-Mayor Daly stated that Community Development Director Patrick Sullivan understood the code and knew what could be legally done with regards to historical properties.

Ms. Kendall stated that she needed one month to come back with a proposal to present before the Commission.

Commissioner Carey asked Ms. Kendall if she had a list of the historical homes that were eligible.

Ms. Kendall stated that she had a list of 101 potentially eligible historic homes that were identified in the 1998 survey. She stated that she had not seen the reduced list of 56 homes that were deemed ineligible.

Community Development Director Patrick Sullivan stated that research was done on the list of 100 homes and there were 56 homes on the list that were deemed ineligible for designation at that time. The list had not been revised. The homes that were ineligible for designation were marked on the list.

Brian Morozzi, 400 Greenbriar Dr. – stated that his home was built in 1924 and it was not

designated. He stated that his home was not designated by choice because he felt that there was not a Historic Preservation Board that was educated enough to determine what could be done and not done to his house. In the three years that he has owned his home, no one has stopped him from doing any renovations. He has had many people stop and comment on his home. He asked who would make the determination to designate the 101 homes on the list. He recommended forming a Historical Preservation Board that was educated to look at the list of 101 homes and determine which homes should be designated. He stated that when he bought his home he had six contractors come in and tell him to demolish the home and start over. He did not consider demolishing the home because when he bought the home he knew he was being held to a higher standard and wanted to restore his home. He could have bought a new home with all of the money he spent on his current home but he chose to buy an older home.

Commissioner Osterman stated that someone contacted her and informed her that they wanted to buy the home on Park Ave. that was in great disrepair and in need of restoration. They did not buy the home because of the current ordinance.

Mr. Morozzi stated that the man Ms. Osterman was referring to did not understand the ordinance and that he also did not understand the ordinance nor did he know that it existed when he bought his home. He recommended creating an educated Historic Preservation Board and reviewing the list of 101 homes.

Harvey Oyer, West Palm Beach, FL – stated that he was the chair of the Historical Society of Palm Beach County. He thanked three of the Commissioners, the Town Attorney, and Community Development Director Patrick Sullivan for meeting with him and Leigh Kendall over the last few weeks. He applauded the Commission as the stewards of one of the Towns with the greatest historical character in Palm Beach County. He stated that with that benefit came an obligation. He was very familiar with the community and historic preservation ordinances in general. He lived in a historical home in Palm Beach County and has gone through the process of designation.

He stated that he disagreed with the legality of the ordinance. He was very familiar with every historic preservation ordinance in the state and he disagreed with the Town attorney and staff's interpretation of the Town's Historic Ordinance. He gave examples of historic neighborhoods in West Palm Beach. He stated that if the homes in those neighborhoods were over 50 years old they were considered a potentially contributing structure in that neighborhood. Those homeowners were subjected to conform to the historic code for the external elevation of the homes only. By purchasing a home in a historic neighborhood he subjected himself to an additional layer of administrative review. He had to present his plans of any exterior renovations of the home to a Historic Preservation Board for review and approval. The process added an additional 30 days. It was not an inordinate burden in any way possible. He stated by over 1000 homes going through this process it has only risen property values and created an identity of a historical downtown for West Palm Beach. There were only five municipalities within the 38 municipalities in Palm Beach County that have a historic preservation abatement ordinance. Lake Park was one of the five but the only town that did not utilize the ordinance.

He encouraged the Commission to utilize the tax abatement procedure that was already in place so that historic property owners would have an economic benefit for restoring their home. He could not find a piece of case law in the state of Florida where anyone has successfully sued a municipality for requiring them to go through the additional administrative process. He stated

that the due process issue had to do with whether or not the Town's citizenry had the opportunity to be heard. He stated that in June 1998 the Town publicly noticed in the newspaper and had two public hearings before the survey was adopted. There was no constitutional issue that he was aware of. He would argue that the specificity with which Town adopted its survey was much greater than the specificity used by Lake Worth, the Town of Palm Beach, West Palm Beach or Delray Beach. He stated that the Town of Lake Park went one step further by identifying the particular historic structures. The structures that were presently ineligible were ineligible because they were altered. In order for a property to eligible it must be in its original historic context.

He stated that it was a complete fallacy to say that it was more costly to a homeowner to restore a home to its original historic context. He stated that if the Town established a legitimate Historical Preservation Board, enforced the current ordinance and subjected the 101 homeowners to the same ordinance that all other communities subject their historical homeowners to, they would find that more people would want to live in the Town of Lake Park, more people who would want to invest in historical homes and it would make the community stronger and more economically viable. He stated that by changing the ordinance the Town would allow alteration one structure at time which would result in the devaluation of the community.

Diane Munroe, Hawthorne Dr. – stated that the legitimate Historical Preservation Board should be created the same way all of the other boards in the Town were created.

Public Comment Closed.

Commissioner Balius stated that it would take the Town and Town Attorney at least a month to get the new Historical Preservation Board up and running.

Town Attorney Thomas Baird stated that the Commission would need to decide whether or not they want the Historical Preservation Board to be made up of a mix of residents and professionals and if it would be a mandatory program or a voluntary program. He stated that currently the Historical Preservation Board makes decisions on the status of properties. He stated that the Commission made reference to wanting the Historical Preservation Board to make recommendations to the Commission and the Commission then make a decision on properties. He stated that the Commission needed to clarify what they wanted in a Historical Preservation Board.

Vice-Mayor Daly recommended that the Historical Preservation Board's function be to come back to the Commission with recommendations and the Commission to make the final decisions.

Commissioner Balius stated that if the ordinance was deferred there would be a homeowner waiting on their permit.

Community Development Director Patrick Sullivan stated that if the ordinance was not in place the homeowner would pay double the cost of the permit and be in compliance. If the ordinance was not in place the homeowner would have to replace the windows on their home.

Commissioner Carey asked if there were homeowners that were not aware that their homes were on the list of designated homes.

Community Development Director Patrick Sullivan stated that homeowners were not notified when their homes were designated.

Commissioner Carey asked if the Town could notify homeowners of designated homes.

Attorney Thomas Baird recommended developing a notice that could be recorded against the property so that potential buyers could know that the homes they want to purchase were designated and potentially subject to the Historical Ordinance. He stated that the Ordinance could be passed on 1st reading. They could then see how much progress is made between 1st and 2nd reading. The Commission could then decide whether or not to postpone the ordinance or take action.

Commissioner Osterman stated that historic homes and the historic aspect of Kelsey City was an important part of the Town. She stated that she felt that the Town was not marketing and taking advantage of its historical value. She stated that aspects of historic preservation could be placed on the Town's website. She stated that she was not an advocate of historic designation but was an advocate of education and making people aware of the economic advantages.

Discussion ensued between Community Development Director Patrick Sullivan and the Commission regarding clarification of what decisions needed to be made regarding the Historical Ordinance.

Motion: A motion was made by Commissioner Balius to approve Ordinance 03-2007 upon 1st reading with the condition that it be reviewed and changed by Town Attorney Thomas Baird and Town staff; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	Absent		

Motion passed 4-0.

The Commission broke for a brief recess at 9:05 p.m.

The Commission reconvened at 9:15 p.m.

Town Attorney Thomas Baird read Ordinance 03-2007 by caption only

**ORDINANCE NO. 09-2007 – Water Violation Fine Structure
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE**

PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE 11, DIVISION 2, SECTION 32-57 ENTITLED "PENALTIES;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Community Development Director Patrick Sullivan explained that the South Florida Water Management District requested that the Town place a water violation fine structure into the Town's code. He reviewed the fine structure of other municipalities and decided that a tiered fine structure would work best for the Town and it would not have to be reviewed by the Special Magistrate each time. He gave examples of fines that were imposed in different communities.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Osterman to approve Ordinance 09-2007; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	Absent		

Motion passed 4-0.

Town Attorney Thomas Baird read Ordinance 09-2007 by caption only.

RESOLUTION NO. 44-06-07 – Summer Ramp Passes for Local Boaters

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF A FREQUENT SUMMER RAMP PASS PROGRAM AT THE LAKE PARK HARBOR MARINA; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Maria Davis explained that Resolution 44-06-07 was a measure that was prudent for the summer. She stated that the Commission had asked staff to come up with alternatives for ramp passes. The Town was proposing six summer ramp passes for the price of five for the period between June 7, 2007 and September 7, 2007.

Commissioner Carey asked if the summer ramp passes were for anyone.

Town Manager Maria Davis stated that the summer ramp passes were for anyone. This included residents and non-residents.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Resolution No. 44-06-07; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	Absent		

Motion passed 4-0.

QUASI-JUDICIAL HEARING

RESOLUTION NO. 45-06-07 – Out Board Motor Business

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SPECIAL EXCEPTION FOR A MARINE REPAIR BUSINESS, SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON 0.086 ACRES OF PROPERTY, OWNED BY DEBONIS PROPERTY, INC. AND LOCATED AT 1344 S. KILLIAN DRIVE; AND PROVIDING FOR AN EFFECTIVE DATE.

Ex-parte communication was declared as follows:

Mayor Castro – Absent

Vice-Mayor Daly – none

Commissioner Balius – none

Commissioner Carey – none

Commissioner Osterman – none

Town Clerk Vivian Mendez swore in all witnesses

Community Development Director Patrick Sullivan explained that there was a finite amount of

acceptable uses written in the code for the C-4 District. He stated that there were extra businesses that come in and inquire about moving to the C-4 District. These businesses have to be brought before the Commission for a special exception. The application for Palm Beach Outboard met all of the criteria. Staff recommended that the application be approved and moved forward. The only condition that staff wanted was to have the business install a fence along Gateway Rd. and a hedge to be placed along the fence to screen the outdoor storage from view.

Commissioner Carey asked how the water restrictions would affect the planting of a new hedge.

Community Development Director Patrick Sullivan stated that there were exemptions for watering of new landscaping.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Resolution No. 45-06-07; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	Absent		

Motion passed 4-0.

QUASI-JUDICIAL HEARING

RESOLUTION NO. 46-06-07 – Sonic Site Plan

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPROVING A SITE PLAN FOR THE CONSTRUCTION OF A SONIC FAST FOOD RESTAURANT WITH DRIVE-THROUGH ISLE ONLY, WITH WAIVERS AND SUBJECT TO CONDITIONS OF APPROVAL, TO BE LOCATED ON 1.31 ACRES OF PROPERTY, OWNED BY RS VENTURES, LLC. AND LOCATED ON THE NORTHWEST CORNER OF CONGRESS AVENUE AND PARK AVENUE WEST; AND PROVIDING FOR AN EFFECTIVE DATE.

Ex-parte communication was declared as follows:

Mayor Castro – Absent

Vice-Mayor Daly – none

Commissioner Balius – none

Commissioner Carey – none

Commissioner Osterman – none

Town Clerk Vivian Mendez swore in all witnesses

Community Development Director Patrick Sullivan stated that staff had gone over the Sonic Restaurant application and everything was in line. Staff recommended moving forward on the project. He stated that staff had concerns about the security issues. The Palm Beach County Sheriff's Office inspected the property and made recommendations for lighting, fencing and security cameras. The recommendations for security were incorporated into the conditions and Sonic graciously accepted them.

Jamie Gentile of Gentile, Holloway, & Mahoney gave details and description of the location of the proposed Sonic Restaurant. He stated that it was located at the northwest corner of Park Ave. West and Congress Ave. Sonic agreed with all of the conditions regarding security. The wrong prototype of the building was submitted to the building department. The prototype was 193 square feet less than what they were proposing. They were proposing 193 square feet more for storage space. They increased the length of the building into the patio area by seven feet. The traffic consultant revised their traffic study and the site's parking requirements have been exceeded. The property was in the T&D Zoning District which limits them to a minimum of three parking spaces. They were requesting a waiver for the parking because there were actually 30 parking spaces. There was a total of 11 waivers which were related to the T&D District. The applicant has agreed to all conditions from Town staff and they were ready to move forward.

Vice-Mayor Daly asked what type of restaurant the proposed Sonic would be.

Mr. Gentile explained that Sonic was a 50's style diner with drive thru and drive up style service. There was an outdoor eating area in front of the building but no indoor seating.

Vice-Mayor Daly asked if the landscaping for the building would block its view from the street.

Mr. Gentile stated that there was a required landscape buffer on the West side. Additional landscape and fencing were added which were consistent with recommendations given by Town staff and the Sheriff's Department. They had to meet the minimum requirements for landscaping along Congress Ave. and Park Ave.

Commissioner Osterman asked Community Development Director Patrick Sullivan if the change in the size of the building met all requirements.

Community Development Director Patrick Sullivan stated that the change in the size of the building met all the requirements.

Commissioner Osterman stated that the proposed Sonic site plan called for a black vinyl coated chain link fence on the property. She would rather see an aluminum or wrought iron fence on

the property.

Mr. Gentile explained that there would be a 15 gallon bougainvillea hedge planted next to the fence which would eventually wrap itself around the fence and obscure it from view. He stated that an aluminum fence was an easier fence to penetrate than a black chain link fence.

Public Comment Open

Edna Trimble, McCraney Property Co. – stated she owned property on the east side of Congress Ave. across from the proposed Sonic Restaurant. She stated that they were working on site plan approval. They had concerns with security, safety, lighting, and potential loitering. She stated that Community Development Director Patrick Sullivan and Jaime Gentile assured her that they would address those concerns on the Sonic property and she would be addressing the same concerns on her property.

Public Comment Closed

Commissioner Osterman commended Community Development Director Patrick Sullivan and staff for seeking out the assistance of the Sheriff's Department and for being proactive.

Community Development Director Patrick Sullivan stated that traffic could go into the Sonic Restaurant from Wal-Mart without going back out onto Congress Ave. The Sheriff's Office made the recommendation for the black vinyl coated chain link fence.

Motion: A motion was made by Commissioner Balius to approve Resolution No. 46-06-07; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	Absent		

Motion passed 4-0.

General Approval of Item

Lake Shore Park Dedication Bronze Plaque Language

Town Manager Maria Davis stated that she was bringing draft language as the proposed language for the Lake Shore Park Dedication Plaque to the Commission. She would like comments and recommendations from the Commission before getting the plaque cast. She read the draft language to the Commission.

The Commission reached consensus to approve the proposed draft language for the Lake Shore Park Dedication Plaque.

Commissioner Balius recommended that the amount that the Town Manager can approve on purchases be changed from \$5,000 to \$10,000.

The Commission reached consensus to place on the next agenda discussion of changing the amount the Town Manager can approve on purchases for the Town.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Commissioner Carey, and by unanimous vote, the meeting adjourned at 9:38 p.m.

Mayor Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ____ of _____, 2007.

TAB 2

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. *Tab 2*

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Regular Commission Meeting Minutes of June 20, 2007.

RECOMMENDED MOTION/ACTION: Approve the Minutes from the Regular Commission Meeting of June 20, 2007.

Approved by Town Manager

W. Davis

Date:

7/12/07

James Shahan
 Name/Title *Deputy Clerk*

7/12/07

Date of Actual Submittal

Originating Department: Town Clerk	Costs: \$ N/A Funding Source: Acct. #	Attachments: Application, memo
Department Review: <input type="checkbox"/> City Attorney <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Clerk <i>WS</i> <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> _____: Please initial one.

Summary Explanation/Background:



**Minutes
Town of Lake Park, Florida
Regular Commission Meeting
June 20, 2007 7:35 p.m.**

Town Commission Chambers, 535 Park Avenue

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, June 20, 2007 at 7:35 p.m. Present were Mayor Castro, Vice-Mayor Daly, Commissioners Balius, Carey, and Osterman, Town Manager Maria Davis, Attorney Thomas Baird, and Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.

Vice-Mayor Daly led the Pledge of Allegiance.

Town Clerk Vivian Mendez performed the Roll Call.

ADDITIONS/DELETIONS/APPROVAL OF AGENDA

Move Proclamation to George Hill before Public Comment

Motion: A motion was made by Commissioner Carey to approve the Agenda as modified; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

PRESENTATION:

Proclamation to George Hill, Jr.

Mayor Castro welcomed George Hill Jr.'s surviving family. He stated that the Town wanted to recognize Mr. George Hill, Jr.

Motion: A motion was made by Commissioner Balius to approve the proclamation to the family of George Hill, Jr.; Commissioner Osterman made the second.

Vote on Motion:

Commission	Aye	Nay	Other
------------	-----	-----	-------

Member			
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Mayor Castro read the proclamation for George Hill, Jr. to his surviving family.

Mrs. Hill thanked everyone for the Proclamation.

PUBLIC and OTHER COMMENT

Richard Jeztead, 1030 Seminole Blvd. & 1509 Prosperity Farms Rd. – stated that he owned the P.O.P.P.S. Prosthetics building on 1509 Prosperity Farms Rd. His 11 year old son and his friend were riding their bikes from his office building to his home. When they made a left on 7th St., someone in a car shot four rounds of a high powered pellet gun. The person shot his son's friend in the thigh. Palm Beach County Sheriff's Office' Deputy Hess came and filled out a report. Mr. Jeztead expressed his concerns about crime and safety in the Town of Lake Park and the image of the Town. He gave examples of incidents of crime that had taken place in his neighborhood. He stated that his father worked for the Town of Lake Park in the Public Works Department for 20 years and he attended the Summer Camp programs in the Town. He explained how the entrances to the Town of Lake Park needed improvements.

Mayor Castro encouraged Mr. Jeztead to get involved. He recommended that all residents of the Town get involved in the community. He stated that there were openings on all of the Town volunteer boards and the Commission had always been responsive and open to hearing residents regarding issues with the Town. There had been a transition of three town managers in the past few years and he believed there would now be some continuity in addressing issues with the Town. The Sheriff's office was doing their best. He recommended everyone keep an eye out for crime.

Commissioner Osterman stated that there was a lot of work being done on the medians on 10th St. She agreed with Mr. Jeztead that there needed to be improvements in the Town. She advised him that Lake Shore Park was being renovated. Funding for improvements will be reduced due to legislative cuts. Four Sheriff's Deputies were added in the last year at a price tag of over 1/2 million dollars. There would be cuts in the Sheriff's Department and in Town personnel due to proposed decisions by the legislature. The Town will have to rely more on volunteers in the future.

Jeanine Longtin, 324 Flagler Blvd. – stated that any person may attend a Town Commission Meeting or Town Volunteer Meeting and speak on an issue for a total of three minutes. She gave a brief description and review of the Town's volunteer boards and Historical Preservation

Board. She stated that the Commission had stated at the June 6, 2007 Commission Meeting that there were no experts on the Historical Preservation Board. She expressed concern regarding the comments made by the Commission at the June 6, 2007 Commission Meeting. She stated that if the Commission did not agree with her that there was no need to create a new Historic Preservation Board she would resign in July to make room for a potential volunteer who may want to apply for membership.

Harry McDonald, 3401 S. Congress Ave., Palm Springs – stated that the Mariner's Key Project was coming along nicely. A model and a sales center had been completed. In May 2006 a color scheme had been presented to the Commission. The color scheme needed to be addressed again. Modifications were made to the design because of constructability and aesthetics. The current color scheme approved would not suit the current design of the building. He presented a new color scheme to the Commission which would be a lighter Key West style color scheme.

Motion: A motion was made by Commissioner Balius to approve the new color scheme for the Mariners Key Building Project; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Presentation

Park Ave Improvements presented by Calvin Giordano & Associates

Town Manager Maria Davis stated that the Town was awarded a \$160,000 grant in 2005 for the design of Park Ave. Calvin Giordano did a conceptual design and the project did not move forward. She recently learned of the project and the grant money. She asked the Commission to give her direction on the project. An extension was requested for the grant in order for the Commission to determine whether or not they wanted to proceed with the design. There were two different grants. The \$400,000 grant for the construction was lost for lack of action on the project two years ago. The \$160,000 grant was extended for one year.

Mayor Castro stated that the Commission has heard from people who were against the project. He recommended mailing out notices to business owners and residents of Park Ave. to announce a meeting and gain their input into the project.

John Downs with Calvin Giordano & Associates gave a presentation on the Park Ave. Improvements (see Exhibit "A"). He stated that the medians on Park Ave. were modified. He introduced Joe Peterson, Landscape Architect and Patrick Figarello, Engineer.

Patrick Figarello of Calvin Giordano & Associates stated that the project had five major features. The landscaping would have native xeriscape plantings and an intelligent irrigation system. The street lighting would shift from the side of the street to the new medians. Seacoast Utilities had requested that the two existing cement asbestos water mains within the corridor between 5th St. East to U.S. Highway 1 be replaced with a single eight inch water main. They requested that all affected meters be replaced with drive by meters. They also coordinated with the Fire Marshal to add a couple of fire hydrants and confirmed that the road would suit the Fire Department's needs. The landscaping and median would reduce the runoff that was currently generated. All other drainage problems would be addressed during design. U-turns will be required for cars and there would be 51 on street parking spaces added. The on street parking would be limited to those 51 spaces to maintain required fire access. He showed the Commission an aerial view of 5th St. to 3rd St. and explained the past changes and proposed changes to the area (See Exhibit "A")

Joe Peterson, Landscape Architect with Calvin, Giordano & Associates explained the past and proposed changes to the landscaping portion of the Park Ave. Improvement Project (See Exhibit "A")

Commissioner Carey asked if Seacoast Utility would pay for the new water mains and meters.

Mr. Downs explained that they could request Seacoast Utility to pay for the meters but from their experience in the past they had not paid for improvements based on an agreement that Seacoast Utilities had with certain municipalities that they served.

Commissioner Balius asked what type of drainage system would be put in.

Mr. Downs stated that they had not yet designed the drainage system but one would be needed.

Mayor Castro expressed concern over wasting taxpayer's dollars if the project was designed and not built. If there was a design the Town could start incrementally building the project.

Town Manager Maria Davis stated that building the project incrementally was what she intended. The Town had a new, very effective and successful grant writer that she would be introducing to the Commission later in the evening. The Town would need to look to legislature for infrastructure money and whatever grants they could come up with in the future. She explained that when the Town places money into a project, grant money is more readily matched and awarded.

Commissioner Balius asked if the residents of the Town would be involved in the Park Avenue Improvement Project.

Town Manager Maria Davis stated that Town residents would be involved in the process of the Park Avenue Improvement Project.

Motion: A motion was made by Commissioner Balius to approve proceeding with the Park Avenue Improvement Project design; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Mr. Downs stated that the next step in the Park Avenue Improvement Project would be to come back to present it to the public and take comments.

COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY

Mayor Castro stated that the landscaping on Park Ave. from 7th St. to 10th St. was horrendous. The area had not been kept up and given the attention it deserved. The One Park Place project was in bad shape. The fences and screening were falling down and there was sand on the sidewalks. There needed to be more attention to cleaning up the image on Park Ave. from 7th to 10th St.

He stated that there was illegal dumping off of Lake Shore Park and he asked Town Manager Maria Davis what the Department of Environmental Protection discovered.

Town Manager Maria Davis stated that she did not receive a report from the Department of Environmental Protection. Marina Manager Michael Klingensmith went out on a boat with the Department of Environmental Protection that day. She spoke with the officer at the Department of Environmental Protection around 3 p.m. that day and he stated that his staff had not gotten back yet and were unable to give her a report.

Marina Manager Michael Klingensmith stated that he offered to go out on a boat with the Department of Environmental Protection and they declined. He pointed out three probable disposal sites to the Department of Environmental Protection and they told him they would keep him informed. They were there for approximately one hour and then left. He had not heard anything from them.

Commissioner Balius asked if the barge was gone.

Marina Manager Michael Klingensmith stated that there were two barge incidents. The first was on May 22, 2007 for approximately three days. The other barge incident happened 10 days prior and lasted approximately one week.

Mayor Castro asked if there were any markings to distinguish the two barges.

Marina Manager Michael Klingensmith stated that the barges were very large, yellow in color and approximately 200 to 300 feet long. There was up to 20 feet of material on the first barge and 10 feet on the second barge which appeared to be pilings and walkways of concrete.

Town Manager Maria Davis stated that the Department of Environmental Protection confirmed that there were no permits for the dumping of the concrete. They were trying to ascertain if it was the demolition debris from Old Port Cove.

Commissioner Balius stated that they were not marking the area off where they were dumping the concrete, which would be a danger to people who were unaware that they were dumping in the area.

Marina Manager Michael Klingensmith stated that he informed the Coast Guard that there was a dumping situation and there were no markers to indicate to boaters that there would be a change in depth. Some of the concrete was as high as six to eight feet which would substantially change the depth of the water. The Coast Guard went out and spoke to the Captain of the barge but then left.

Mayor Castro recommended contacting the Coast Guard and finding out why they were not cooperating with The Department of Environmental Protection and the Army Corp and why they did not check to see if there were permits to dump the concrete.

Commissioner Balius stated that notices need to be sent out when depths are changed.

Marina Manager Michael Klingensmith stated that mariners and local areas must be notified when dumping occurs in the ocean.

Vice-Mayor Daly stated that he spoke to the men who were out two or three months ago taking depths. They told him that the dumping was being done by Fish & Wildlife who received a grant and they were going to continue on down as far as they could go until the grant money ran out.

Town Manager Maria Davis stated that she spoke to grant personnel at Fish & Wildlife and they told her that they were unaware of the dumping or of any grant to do so.

Mayor Castro asked for the status of the street lighting program and the Town's preparedness for hurricane season.

Town Manager Maria Davis stated that the Town was in good shape with regards to its preparedness for hurricane season. She requested pump discharge line because Lake Shore Dr. was prone to flooding. She was implementing rental trash pumps to draw the water down so that residents could leave their homes. Staff was prepared and contracts would be coming for debris removal. She requested adding additional contracts with tree trimming companies. She was concerned about staff wielding chain saws when improperly trained.

Zone two of the street lighting program was completed and they were currently moving to Zone three.

Mayor Castro asked if Lake Shore Park would be complete by June 30, 2007.

Town Manager Maria Davis stated that Lake Shore Park would not be complete by June 30, 2007.

Mayor Castro expressed concern that the firework display would not be close enough to be enjoyed by spectators. It would be further away on a barge versus being on the sea wall.

Town Manager Maria Davis stated that if the Commission did not want a barge that it could be arranged.

Mayor Castro stated that a barge was needed for the fireworks display.

Vice-Mayor Daly asked for clarification of the utilization of pumps for Lake Shore Dr.

Town Manager Maria Davis explained that the pumps would pump down the water and the discharge line would allow for the water to be pulled into the intracoastal.

Vice-Mayor Daly stated that if the tide were in at the time of pumping there would be nowhere for the water to go.

Town Manager Maria Davis stated that staff had informed her that during rain or storm events there was a flood issue with Lake Shore Dr.

Vice-Mayor Daly stated that there was a flood issue on Lake Shore Dr. only when the tide was high after a storm hits.

Commissioner Balius stated that the reason for the flooding on Lake Shore Dr. was because of the one section of Kelsey Park that used to be a dry retention area. Instead of the water running into the park it runs into the street.

Commissioner Osterman stated that a majority of the trees at Kelsey Park were lost during the hurricanes. The trees have not been replaced. There were mitigation funds coming in from Bev Smith Ford and she recommended that the Town replace the trees at Kelsey Park.

Over two months ago Town Manager Maria Davis brought a request for funding a strategic plan before the Commission. At the time she was adamant on waiting until there was knowledge on what legislature in Tallahassee was going to do regarding property tax reform. They now had better knowledge and she recommended that the manager bring back discussion of funding for a strategic plan to the Commission.

Mayor Castro stated that he thought it was premature to bring back discussion of a strategic plan and wanted to see where the Town was in the budget for the year. The Town was in need of a Finance Director. He recommended the Town put its energy into hiring a finance director.

Commissioner Osterman stated that she would like to see discussion of funding for a strategic plan on a future agenda.

Mayor Castro gave direction to place discussion of the strategic plan on a future agenda.

Vice-Mayor Daly commented on Jeanine Longtin's statement. He expressed concern that she may have felt that she was spited regarding her qualifications for the Historical Preservation Board. He stated that all volunteers have something to contribute to a board. There was room for everyone to work together and it was not the Commission's intention to discredit any of the Town's boards. He stated that he preferred advice coming from experts on the Historic Preservation Board. In his opinion, the chairman of the Historic Preservation Board was an expert.

Commissioner Osterman clarified Ms. Longtin's comments to mean that she would resign should the Commission decide to create another Historical Preservation Board.

Vice-Mayor Daly stated everyone could work together to make something happen by getting others involved and to work with a bigger group of individuals.

Commissioner Balius stated that he would like to see a separate Historic Preservation Board. He would like to see the board work more closely with residents and owners of designated homes. He stated that the Planning & Zoning Board did an outstanding job. The Commission had not made up their minds on how to proceed with the Historic Preservation Board.

He thanked Town Manager Maria Davis for having the dais in the Commission Chamber widened.

Commissioner Carey
None

Attorney Thomas Baird
None

Town Manager Maria Davis introduced Gini Martin as the Town's new Grant Writer. She has been very successful in grant writing and had a fantastic track record of writing between 40 and 45 grants per year with a 66% success rate.

She gave updates on the following projects:

Recreation Trailer: The recreation trailer was 90% complete on the interior. The steps and ramps would be ordered and the design would be in the following week. Paving was started in front of the trailer and they were in the process of obtaining quotes from an industrial hygienist to test the unit prior to occupancy. She estimated that the trailer would be ready in the next several weeks.

Bert Bostrom Park: The clay had been removed and was almost complete. Top soil and sod would be added the following week. The entire infield would be sodded.

Lake Shore Park: The light poles were installed and the playground was at 75% completion. The stucco work commenced on both pavilions and would be done by the following weekend. The roofs on the pavilions were dried in and the metal roofing would be installed by the following week. Concrete and paver installation would begin the following week. Jeff Blakely, Chairman of the Planning and Zoning Board offered to design the landscaping for the park.

10th St. Landscaping Project: The project had commenced and a light was added to the “Welcome to Lake Park” sign so that it would be illuminated.

Palm Beach County Sheriff’s Office Building: The Palm Beach County Sheriff’s Office sign was installed and it would be illuminated within the next few weeks.

Mayor Castro directed Town Manager Maria Davis to ask the K-Mart shopping plaza to have their “Welcome to Lake Park” sign illuminated.

Vice-Mayor Daly asked if there would be skirting around the Recreation Trailer.

Town Manager Maria Davis stated that there would be skirting and landscaping around the Recreation Trailer.

CONSENT AGENDA:

1. Resolution 47-06-07 – Creative Fireworks Contract
2. Annual State Report
3. Facility Contract for First Baptist Church of Lake Park

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve the Consent Agenda; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

PUBLIC HEARING(S)

ORDINANCE ON 1ST READING

ORDINANCE NO. 08-2007 – Public Records Request

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, OF

THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO TOWN ADMINISTRATION, TO AMEND ARTICLE I, TO CREATE NEW SECTION 2-4 TO BE ENTITLED "PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Maria Davis explained that Ordinance 08-2007 was received from Town Attorney Thomas Baird. Procedures for Public Records Requests had been updated in the Florida Statute thus requiring the need for the updated Ordinance.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Ordinance No. 08-2007; Commissioner Osterman made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance 08-2007 by caption only.

ORDINANCE 10- 2007 - Purchasing authority of the Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 (11) OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Maria Davis explained that at the previous Commission Meeting the Commission requested that she bring back an Ordinance increasing her purchasing authority from \$5,000 to \$10,000.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Ordinance No. 10-2007; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 10-2007 by caption only.

**ORDINANCE NO. 11-2007 – Harbor Marina Advisory Board schedule and duties
AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 76, ARTICLE II, PROVIDING FOR THE AMENDMENT OF SECTION 76-36 ENTITLED “REPORTING TO COMMISSION; ASSISTANCE OF OFFICIALS AND EMPLOYEES”; PROVIDING FOR THE REPEAL OF SECTIONS 76-37, 76-38, 76-39, 76-40, 76-41 AND 76-42 PERTAINING TO THE HARBOR MARINA ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Manager Maria Davis stated that there had been recent discussion regarding the Harbor Marina Advisory Board’s duties. She analyzed the Ordinance and compared their duties to the other volunteer boards of the Town. The Harbor Marina Advisory Board was being treated differently than the other boards. Staff or the Commission provides an agenda for guidance for the other boards and not the Harbor Marina Advisory Board. The Ordinance provides for treating the Harbor Marina Advisory Board the same as all other volunteer boards of the Town. Staff will provide agendas and issues for research to the Harbor Marina Advisory Board. If there was no agenda there would be no reason for them to meet.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve Ordinance No. 11-2007; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 11-2007 by caption only.

ORDINANCE NO. 12-2007 – Garage Sale Permit

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 20 PERTAINING TO SECOND HAND GOODS, ARTICLE II GOVERNING GARAGE SALES, SECTION 20-32 ENTITLED “PERMIT REQUIRED” TO REDUCE THE GARAGE SALE PERMIT FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Maria Davis explained that the previous ordinance had stated a garage sale permit fee of \$50. She explained that she believed that there was a typo in the existing ordinance and she believed it should have been five dollars. The previous fee was one dollar and it then went up to \$50. She could not find a history on the change of the fee.

Mayor Castro stated that he did not believe five dollars was enough for a garage sale permit.

Commissioner Balius stated that not all residents obtain a garage sale permit. The permit allowed for two garage sales per year. Some residents hold garage sales daily.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Carey to approve Ordinance No. 12-2007; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro		X	

Motion passed 4-1.

Attorney Thomas Baird read Ordinance No. 12-2007 by caption only.

The Commission broke for a brief recess at 8:50 p.m.

The Commission reconvened at 8:55 p.m.

ORDINANCE ON 2ND READING

ORDINANCE NO. 03-2007 – Historic Preservation

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 66, SECTION 66-10 ENTITLED “APPLICATION FOR CERTIFICATE OF APPROPRIATENESS;” PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open:

Kendall Rumsey, 315 Hawthorne Dr. – thanked the Commission for the opportunity to speak regarding the future of Lake Park and the Historic Preservation Ordinance. He thanked those people who met with the Lake Park Historical Society. He stated that the Commission made it clear that they wanted a full presentation from Leigh Kendall at the Commission Meeting of June 6, 2007. When Leigh Kendall contacted staff to be placed on the agenda she was informed by the Town Manager that the agenda was already set and she could not have her presentation until the July 18, 2007 Commission Meeting. One June 11, 2007 he sent an e-mail to Community Development Director Patrick Sullivan asking for information on how to have his home designated. Mr. Sullivan approached him that night and informed him that he was working on the information but did not have it ready yet. He stated that he was disturbed because he just spent over \$3000 to install hurricane shutters for his home. He would need a Certificate of Appropriateness to move forward. He was trying to work within the system to secure his home. He hoped that staff’s lack of response did not cause undue damage when or if there was a hurricane. At the last Commission Meeting staff discussed a home on Hawthorne Dr. that was

trying to change their windows and the owner was unable to change them due to the Historic Ordinance. It was a matter of public safety not Historic Preservation.

He referred to a letter from the owner of 211 Hawthorne Dr. that was provided to the Commission. He stated that the owner was in favor of dismantling the Historical Preservation Ordinance due to financial hardship. This owner has bought and attempted to flip several historical homes in Lake Park over the last year. If this owner did not know the requirements of historical preservation it was not the fault of the Town. It is the responsibility of the purchaser to learn the requirements. Those playing by the rules should not be punished because a flipper did not do their homework. He stated that homeowners in support of historical preservation have asked to help and be involved. Those people have made in an investment in the community. He asked the Commission to table the issue and to help and support them in building a historic code that would honor all of Lake Park.

Lisa Marie Wands, 515 Evergreen Dr. – stated that she sent an e-mail a couple of days ago to the Commission. She stated that she was there in support of Ms. Leigh Kendall. She has lived in Lake Park for two years and had not been involved in the community. She was now there to get involved. Communities are strengthened by the differences of residents and everyone has something to offer. She was interested in the image of Lake Park being preserved and presentable. She was asking to be able to participate in the process and be educated. She felt there was a lot of one sided conversation between residents and the Commission. She would like to see a more fluid exchange in conversations between herself and the Commission. She expressed concern over grant monies being affected when communities start diluting their historic preservation processes. She reviewed the packet that the Commission received and explained that the proposed amendment removed the section regarding the survey that was done in 1998. It would be an error to remove that portion of the ordinance because it would give the wrong message to surrounding areas and the state. It was important to revisit the 1998 list of designated homes.

Leigh Kendall, 318 Hawthorne Dr. – stated that at the Commission Meeting of June 6, 2007 she requested that she provide a presentation to the Commission before passing the Historical Ordinance on 2nd reading. She asked for one month in order to get the presentation together. When she contacted the Town Manager to get the guidelines for her presentation she was informed that she was placed on the agenda for the July 18, 2007 Commission Meeting. She was confused because she thought the Commission wanted to see her presentation before moving forward with any kind of decision. She did not understand why certain residents' permits were being held up due to the need for a Certificate of Appropriateness. She wanted to know what applications were being denied and why. Receiving a Certificate of Appropriateness was not a difficult process. It was a matter of giving a board a chance to review properties that were at one time deemed eligible for designation. There were ways to change the ordinance and design guidelines on a staff and board level. She did not agree with changing the entire ordinance. She asked the Commission to table the ordinance and allow her to give a presentation before making a decision. She provided the Commission with a packet of information (See Exhibit "B") that included a letter from the Preservation Officer of the City of West Palm Beach asking the Commission to table the Historical Preservation Ordinance.

Genane Doughty, 1008 7th St. – thanked the Commission for what they've done so far with getting together in an amicable way to do what's best for the Town. She stated that she would love to see new members on the Historical Preservation Board. She was confused about the

wording in the Historical Ordinance related to a home being 50 years old in 1998. The wording in the ordinance was not clear and should be made clear but not stricken from the ordinance.

Public Comment Closed.

Community Development Director Patrick Sullivan stated that the point of contention was... "Should they continue to require homes that were not historically designated to receive approval from the Historical Preservation Board before making any changes to their homes?" Staff's opinion was that it was not appropriate to require this adherence to historic guidelines if the structure was not designated and was not in an historical district. Mr. Oyer mentioned at the last meeting that his home was not designated but he must submit to review because he is in a historical district of West Palm Beach. He knew very well if his house was not in that district, West Palm Beach would not have the authority to require him to go under review under historic guidelines. What Mr. Oyer neglected to point out was that Lake Park has historical homes not historical districts. If the home was not designated historic it was not appropriate to require it to be reviewed. If it was not designated it could not get tax abatements, tax credits or a plaque from the Town of Lake Park. The code required all houses on the 1998 survey that were 50 years old to get approval from the Historic Preservation Board to make exterior changes on the home. The basis for the review standard was that the home was 50 years old, not designated or on the list. The code did not define a material difference between those on the list and those not on the list. Yet the Town required one to appear before the board and not the other. The more appropriate review standard was designated and non-designated which was a very distinct and documented standard in the code. Material differences were defined in the code. The Town has required both designated and non-designated homes to go through the same review process which was contradictory and unreasonable. Every other historic ordinance uses a standard of designated and non-designated homes. Postponing the language in the code was not fair to residents who were being impacted. Letters from these residents were received and distributed to the Commission for review.

Mayor Castro stated that he worked for the Town of Palm Beach. The Town of Palm Beach had one of the strictest and best historic preservation ordinances and boards in the country. Palm Beach had a lot of homes over 50 years old. Some of the homes were land marked and some were not. There was an issue of getting the opportunity to speak in a Public Hearing to have a resident's home land marked or not. He agreed that the Town's code needed to be changed and recommended that the Town be more proactive in land marking homes or creating an architectural board that could deal with homes that were not land marked to make sure that any changes to the home were consistent with the architecture of present historical homes. The Town did not have a right to make owners go through a process when their homes were not land marked. He did not know anyone in the country that did that.

Commissioner Osterman asked if a new home in a historical district would have to be reviewed.

Mayor Castro stated that a new home in a historical district would have to be reviewed by a Historical Preservation Board.

Commissioner Osterman recommended setting up historical districts or an architectural review board in the Town of Lake Park.

Community Development Director Patrick Sullivan stated that he received an e-mail from Wes

Singletary, Historic Preservation Officer from the state. Mr. Singletary commented on the Town's Historical Ordinance. He provided a recommendation for language to be added to the ordinance. He did not have an objection to removing the 50 year old reference in the ordinance.

Mayor Castro asked for the language that Mr. Singletary recommended.

Community Development Director Patrick Sullivan read the language that Mr. Singletary recommended to the Commission.

Commissioner Balius asked if the property owners of the homes on the 1998 survey were notified.

Community Development Director Patrick Sullivan stated that the property owners on the 1998 survey were notified. Only 13 or 14 of the property owners of the homes on the 1998 survey wanted their homes designated.

Commissioner Osterman stated that she was absolutely against mandating property owners to do certain things. She stated that historical preservation was important to the community and education in historic preservation was needed. She gave examples of criteria for historic homes and different scenarios of repairs that might need to be made to a home that would be unfair. She gave options and examples of different incentives for historical properties. She asked Attorney Thomas Baird to advise the Commission on where they stood legally with the Historical Ordinance.

Attorney Thomas Baird stated his position was consistent with staff, and Mayor Castro. The language provided by Mr. Singletary would be appropriate to add to the Historical Ordinance. Another ordinance would then be considered regarding a Historical Preservation Board.

Commission Osterman asked if there were ways to add criteria such as design styles or architectural features to the Historical Preservation Ordinance or to limit the criteria without using the language provided by Mr. Singletary.

Attorney Thomas Baird explained the options the Commission had for the Historical Preservation Ordinance to be implemented at that meeting. He discussed the difference between homes that were designated versus those that were in a historical district.

Discussion ensued between Attorney Thomas Baird and Commissioner Osterman regarding the differences between historically designated homes and historical districts.

Commissioner Balius expressed concern of the lack of property owners that came forward from the 1998 survey for designation. He stated that he wanted to keep Lake Park historically preserved but did want to hold property owners up from the right of making repairs to their property.

Commissioner Carey asked for clarification of the ordinance.

Mayor Castro explained and clarified the ordinance.

Community Development Director Patrick Sullivan explained that the homes on the 1998 list

would not be required to obtain designation or a Certificate of Appropriateness.

Mayor Castro recommended modifying the ordinance as provided and to direct staff to draft an ordinance to create an Architectural Board.

Discussion ensued between the Commission regarding what direction to take with the Historical Preservation Ordinance.

Motion: A motion was made by Commissioner Balius to modify Ordinance No. 03-2007; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius		X	
Commissioner Carey		X	
Commissioner Osterman		X	
Vice-Mayor Daly		X	
Mayor Castro	X		

Motion failed 4-1.

Motion: A motion was made by Commissioner Balius to reconsider Ordinance No. 03-2007 upon 2nd reading; Vice-Mayor Daly made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Motion: A motion was made by Commissioner Osterman to defer Ordinance 03-2007 to the July 18, 2007 Commission Meeting; Commissioner Balius made the second.

Vote on Motion:

Commission	Aye	Nay	Other
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Member			
Commissioner Balus	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

2ND READING

ORDINANCE NO. 09-2007 – Water Violation Fine Structure

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 32, ARTICLE 11, DIVISION 2, SECTION 32-57 ENTITLED “PENALTIES;” PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Town Manager Maria Davis explained that the current code called for a \$25 fine for a first violation but did not impose second and third level fines before bringing the violation to a Special Magistrate Hearing. The new ordinance would provide a tiered fine structure and would increase a first violation fine to \$50. A \$250 fine would be imposed for a second violation and \$500 for a third and subsequent violations.

Motion: A motion was made by Commissioner Balus to approve Ordinance No. 09-2007; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balus	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Attorney Thomas Baird read Ordinance No. 09-2007 by caption only.

RESOLUTIONS:

RESOLUTION NO. 48-06-07 - Two Million Dollar Loan for Alleyway Project
A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE NEGOTIATION OF A LOAN IN AN AGGREGATE AMOUNT NOT TO EXCEED \$2,000,000 FROM THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE ACQUISITION AND CONSTRUCTION OF CERTAIN CAPITAL PROJECTS; APPROVING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE FLORIDA MUNICIPAL LOAN COUNCIL; APPROVING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; APPROVING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION WITH THE MAKING OF SUCH LOAN; AND PROVIDING AN EFFECTIVE DATE.

Public Comment Open.

None

Public Comment Closed.

Motion: A motion was made by Commissioner Balius to approve Resolution No. 48-06-07; Commissioner Carey made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Discussion and possible action

Allocate \$10,000 to "Let Us Vote"

Mayor Castro stated that there was an article in the newspaper regarding the Palm Beach County Commission's discussion on the "Let Us Vote" Home Rule Charter Amendment. He received a call from a representative for the Palm Beach County Commission informing him that they had not yet reached a decision. He explained the reason for the Amendment.

Vice-Mayor Daly stated that there was ongoing debate on when the Amendment would appear on the ballot. He expressed concern over donating \$10,000 to the "Let Us Vote" Home Rule Charter Amendment due to budget cuts.

Mayor Castro stated that he supported a donation to the "Let Us Vote" Home Rule Charter Amendment.

Commission Osterman recommended a \$2500 donation to the "Let Us Vote" Home Rule Charter Amendment.

Motion: A motion was made by Commissioner Osterman to approve a \$2500 donation to the "Let Us Vote" Home Rule Charter Amendment; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Rezoning a portion of the Bioscience Overlay area

Community Development Director Patrick Sullivan explained that Kohl's Department Store wanted to build a store on property in Lake Park that was not currently zoned for retail and was also a potential part of the Bioscience Overlay area.

Mayor Castro explained the history of the Bioscience Overlay area. He stated that the Town agreed to hold certain parcels of land as a potential economic boost to the Town of Lake Park. The Town still had the ability to rezone the land but not the land use. He asked if the Town would have to get approval from the Bioscience Board to rezone the land.

Community Development Director Patrick Sullivan stated that the Town signed an Interlocal Agreement and agreed to become part of the Bioscience Board. It was not clear what the Town's obligation was. It was recommended by Commissioner Marcus' office to go before the Bioscience Board with the Town's recommendation to rezone the proposed parcel of land.

Mayor Castro asked what would happen if the Bioscience Board disapproved.

Attorney Thomas Baird explained that the Bioscience Board was advisory. There may be adverse comments from the Bioscience Board but the Town may proceed with its agenda for the proposed property.

Community Development Director Patrick Sullivan recommended going before the Bioscience Board to request approval or a recommendation to rezone the proposed parcel of land.

Mayor Castro asked why it was necessary to go before the Bioscience Board for approval or recommendation.

Attorney Thomas Baird explained that the Town of Lake Park was obligated to go before the Bioscience Board through the Interlocal Agreement that was signed. It was still within the Town's power to approve the rezoning of the property.

Commissioner Carey asked how many acres were designated for the Bioscience Overlay area.

Community Development Director Patrick Sullivan stated that there were approximately 140 acres designated for the Bioscience Overlay area.

Town Manager Maria Davis recommended rezoning the property because of the tax benefit to the Town.

Motion: A motion was made by Commissioner Osterman to bring the application to rezone a portion of land that was designated for the Bioscience Overlay to the Bioscience Land Advisory Board; Commissioner Balius made the second.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Balius	X		
Commissioner Carey	X		
Commissioner Osterman	X		
Vice-Mayor Daly	X		
Mayor Castro	X		

Motion passed 5-0.

Rescheduling of August 15, 2007 Regular Commission Meeting

The Commission came to consensus to reschedule the August 15, 2007 Regular Commission Meeting to August 22, 2007.

ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Commissioner Carey, and by unanimous vote, the meeting adjourned at 10:00 p.m.

Mayor Castro

Deputy Clerk Jessica Shepherd

Town Clerk Vivian Mendez

Town Seal

Approved on this ____ of _____, 2007.

TAB 3

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. *Tab 3*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING
<input type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD
<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Replacement of Obsolete and Unreliable Media Equipment

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *He. Davis* **Date:** *7/1/07*

Name/Title	Date of Actual Submittal	
Originating Department: <div style="text-align: center;">Town Manager</div>	Costs: \$ \$14,232.58 Funding Source: Non – Departmental Contingency Acct. # _____	Attachments: Proposal
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Yes I have notified everyone _____ or Not applicable in this case _____: </div> <div style="width: 45%; text-align: right;"> Please initial one. </div> </div>	

Summary Explanation/Background: The existing equipment which operates the cameras in the commission chambers is obsolete and unreliable as evidenced by the number of problems the Town has experienced in broadcasting its meetings. Staff is recommending replacement

of the existing equipment and also to include an upgrade to enable the Town to re-broadcast its meetings. Staff is recommending award of the equipment and installation to Princeton Server Group utilizing a state GSA bid for the acquisition of this equipment. Staff is also recommending that the equipment be funded through the non-departmental contingency account.



Princeton Server Group

501 Forrestal Road
Princeton, NJ 08540
(609) 720-1766

Quote ci.lakepark07_043

Quotation

Customer

Name Town of Lake Park/ Hoa Hoang
Address 535 Park Ave.
City Lake Park State FL ZIP 33403
Phone (561) 881-3303 / hhoang@lakeparkflorida.gov

Date 4/3/2007
Sales Rep. HL

GSA GS-35F-0114T

Qty	Description	Unit Price	GSA TOTAL
1	B1100-PEG Video Server, 1Ch.4X400GB RAID 5 w/Overlays	\$7,950.00	\$6,407.70
1	Knox /Sigma Switcher Control S/W Module	\$500.00	\$403.00
1	Knox 4x4 Matrix Switch	\$695.00	\$588.18
1	C500W Real Time MPEG Encoder Workstation Small form factor desktop w/Ulead editor / DVD/ City will provide Monitor,mouse, kybd and all cabling-video and gig-e switch	\$3,950.00	\$3,183.70
	OPTION- Extended Product Maintenance Program (EPMP) First Year Included. Discounted if prepaid in advance by yr.		
0	2nd year (Based on \$9,994)	\$1,499.00	\$0.00
0	3rd year	\$999.40	\$0.00
0	4th year.	\$749.55	\$0.00
0	Onsite Install -\$1500 per day(2)+ all travel expense (\$650)	\$3,650.00	\$0.00

EPMP Includes Software updates, phone support, online monitoring

SubTotal

\$10,582.58

Hardware replaced at cost +shipping

Shipping Included With GSA

If you have any questions concerning this quote, contact:

Henry Lisenbee

Sales

Princeton Server Group

(609) 720-1766 x 1112 or Direct (407) 829-6696

TOTAL

\$10,582.58

\$14,232.58

Office Use Only

The information contained in this quotation is confidential and proprietary to Princeton Server Group (PSG) and may not be disclosed to third parties or duplicated, in whole or in part, without the prior consent of PSG.

PRINCETON SERVER GROUP INC. - TERMS & CONDITIONS OF SALE

1. General. The products and services ("Products") provided by Princeton Server Group Inc. (PSG) to "Customer" are subject to the following terms and conditions ("Terms and Conditions").

The Terms and Conditions of this sale contained herein shall apply to all quotations and offers made by purchase orders accepted by PSG. These terms and conditions may in some instances conflict with some of the terms and conditions affixed to the purchase order or procurement document issued by the Customer. In such case, the terms and conditions contained herein shall govern and acceptance of Customer's order is conditioned upon customer's acceptance of the terms and conditions contained herein irrespective of whether the Customer accepts these conditions by a written acknowledgment, by implication, or acceptance and payment of Products ordered here under. PSG's failure to object to provisions contained in any communication from Customer shall not be deemed a waiver of the provisions herein.

2. Delivery. PSG will use its reasonable commercial efforts to ship Products to Customer's address listed on the Agreement in accordance with the scheduled date specified by PSG. However Customer acknowledges that delivery schedules are subject to change depending on the available capacity of PSG at time of such agreement. PSG will notify Customer of any anticipated delay of 30 (thirty) or more days in delivery of the Products here under. Products are delivered F.O.B. PSG shipping point. Customer will pay all charges, including without limitation transportation charges and insurance premiums and shall be responsible for all taxes, duties and other government assessments.

3. Payment. Payment shall be made in U.S. dollars in the U.S. where Customer has established credit, terms of payment will be NET30 or 30 days from invoice date unless otherwise indicated on the invoice. Where payment is by letter of credit, all costs of collection shall be for Customer's account. All late payments will be subject to finance charges at the rate of 18% per annum.

4. Export Control. Customer shall comply with all export laws and restrictions and regulations of the Department of Commerce or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Products or any Confidential Information or any direct product thereof in violation of any such restrictions, laws or regulations, or to Afghanistan, the People's Republic of China or any Group Q, S, W, Y, or Z country specified in the then current Supplement No. 1 to Section 770 of the U.S. Export Administration Regulations (or any successor supplement or regulations); Customer shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export from the U.S. of all material or items deliverable by PSG to any

location and shall demonstrate to PSG compliance with all applicable laws and regulations prior to delivery thereof by PSG.

5. Warranty / Disclaimer.

A. Subject to the conditions and limitations on liability stated herein, PSG warrants to Customer that the products produced by PSG pursuant to the Agreement shall materially conform to the specifications for such products mutually agreed upon by the parties in writing, at the time of shipment. The warranty period for production devices shall be twelve (12) months from the date of delivery. Customer's sole remedy for breach of the foregoing warranties shall be limited exclusively to product replacement, or if replacement is inadequate as a remedy or, in PSG's opinion impractical, to refund the purchase price therefore.

B. Except as expressly provided herein, PSG is providing the products "as is" without warranty of any kind and hereby disclaims any warranties, including but not limited to implied warranty of merchantability, fitness for a particular purpose and noninfringement.

6. Relationship of Parties. The parties hereto are independent contractors in the performance of each and every part of the Agreement, and each is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Customer is responsible for and will indemnify PSG from any and all claims, liabilities, damages, debts, settlements, costs, attorney's fees, expenses and liabilities of any type whatsoever that may arise in connection to this agreement and on account of Customer's Activities, or those of its employees or agents, including without limitation, providing unauthorized representations or warranties (or failing to effectively disclaim all warranties and liabilities on behalf of PSG) to its customers or breaching any term, representation or warranty of this Agreement.

7. Confidentiality. Both parties agree that all system designs, computer programs, data, processes, trade secrets, inventions (whether or not patentable), algorithms, know-how, and ideas and all other business, marketing, technical and financial information they obtain from the other party constitute "Confidential Information" of the disclosing party if legended as such when disclosed in writing, or if disclosed orally, designated as such within 10 days of oral disclosure. Except as expressly and unambiguously allowed under the terms and conditions of the Agreement, the parties agree to hold in confidence and not use or disclose the other party's Confidential Information. The receiving party shall not be obligated for any information which it can document: (A) is in or (through no improper action or inaction by the receiving party) enters the public domain (and is readily available without substantial effort), or (B) was rightfully in its possession or known

PRINCETON SERVER GROUP INC. - TERMS & CONDITIONS OF SALE

by it prior to receipt from the disclosing party, or (C) was rightfully disclosed to it by another person without restriction, or (D) was independently developed by it by persons without access to such information and without use of any Confidential information of the disclosing party. The obligations contained in this Section 7 shall continue for a period of 3 years from disclosure.

8. Limitation on Liability. PSG WILL NOT BE LIABLE WITH RESPECT TO OR ARISING OUT OF ANY SUBJECT MATTER OF THE AGREEMENT OR THESE TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR (A) ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE AMOUNTS PAID TO BT HERE UNDER OR (B) ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. BT SHALL HAVE NO LIABILITY FOR ANY FAILURE OR DELAY DUE TO MATTERS BEYOND ITS REASONABLE CONTROL.

9. Proprietary Rights.

PSG shall retain all Proprietary Rights in and to the aforementioned and to any discoveries, improvements, inventions (whether or not patentable), ideas or know-how that is conceived, learned, or reduced to practices by PSG in the course of performance under the Agreement.

10. Miscellaneous.

A. Notices. Any notices required by the Agreement or these Terms and Conditions shall be sufficient only if dispatched by facsimile, personally delivered, delivered by a major commercial rapid delivery courier or mailed by certified or registered mail, return receipt requested.

B. Severability. If any provision of the Agreement or of these Terms and Conditions is held unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary so that the Agreement and the Terms and Conditions shall otherwise remain in full force and effect and enforceable.

C. Force Majeure. In the performance of this agreement, or any obligation hereunder except the making of payments hereunder is prevented, restricted or interfered with by reason of: fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies or power; war or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any other condition or act whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference; provided,

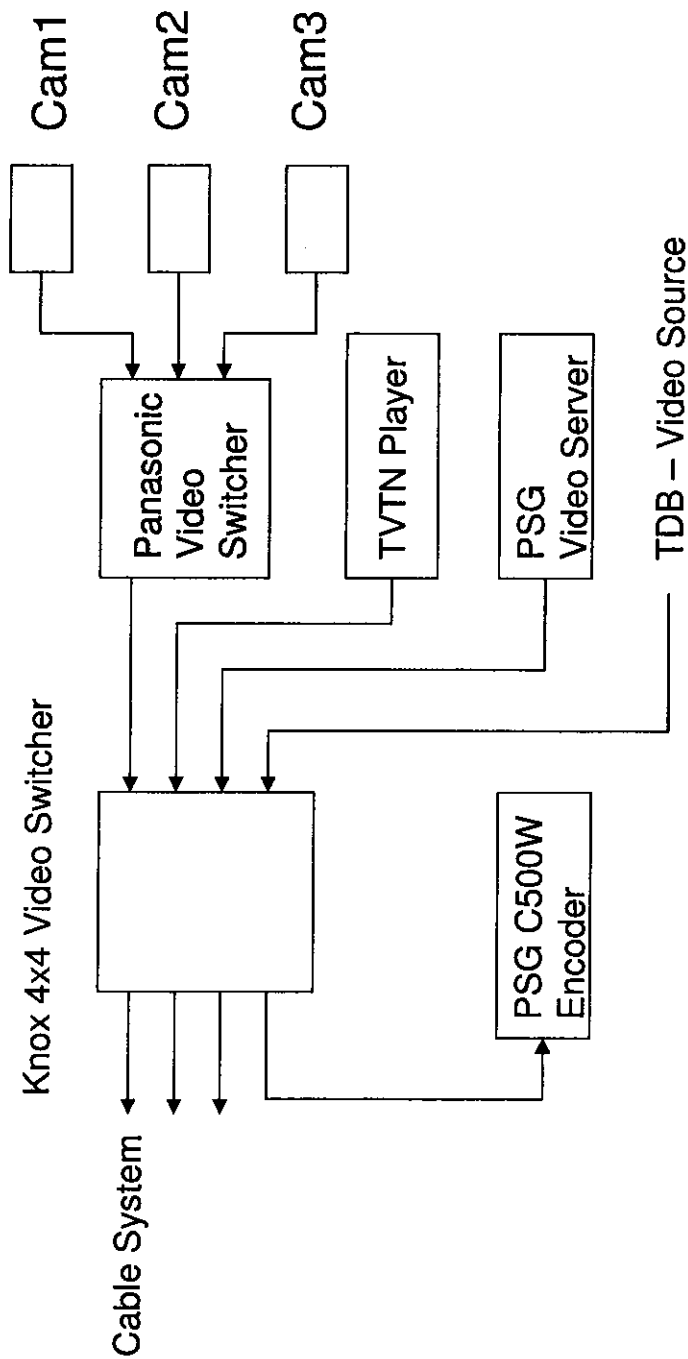
however, that the party so affected shall take all reasonable steps to avoid or remove such cause of nonperformance and shall resume performance hereunder with dispatch whenever such causes are removed.

D. Controlling Law. The Agreement and these Terms and Conditions shall be governed by and constituted under the laws of the State of New Jersey and the United States without regard to the conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods.

E. Amendment and Waiver. Any waivers or amendments to the Agreement or these Terms and Conditions shall be effective only if made in writing by non-preprinted agreements clearly understood by both parties to be an amendment or waiver and signed by a representative of the respective parties, authorized to bind the parties.

F. Attorneys' Fees / Costs. The prevailing party in any action to enforce these Terms and Conditions shall be entitled to recover costs and expenses, including, without limitation, attorneys' fees.

Town of Lake Park, FL – PSG / TVTN Wiring Diagram

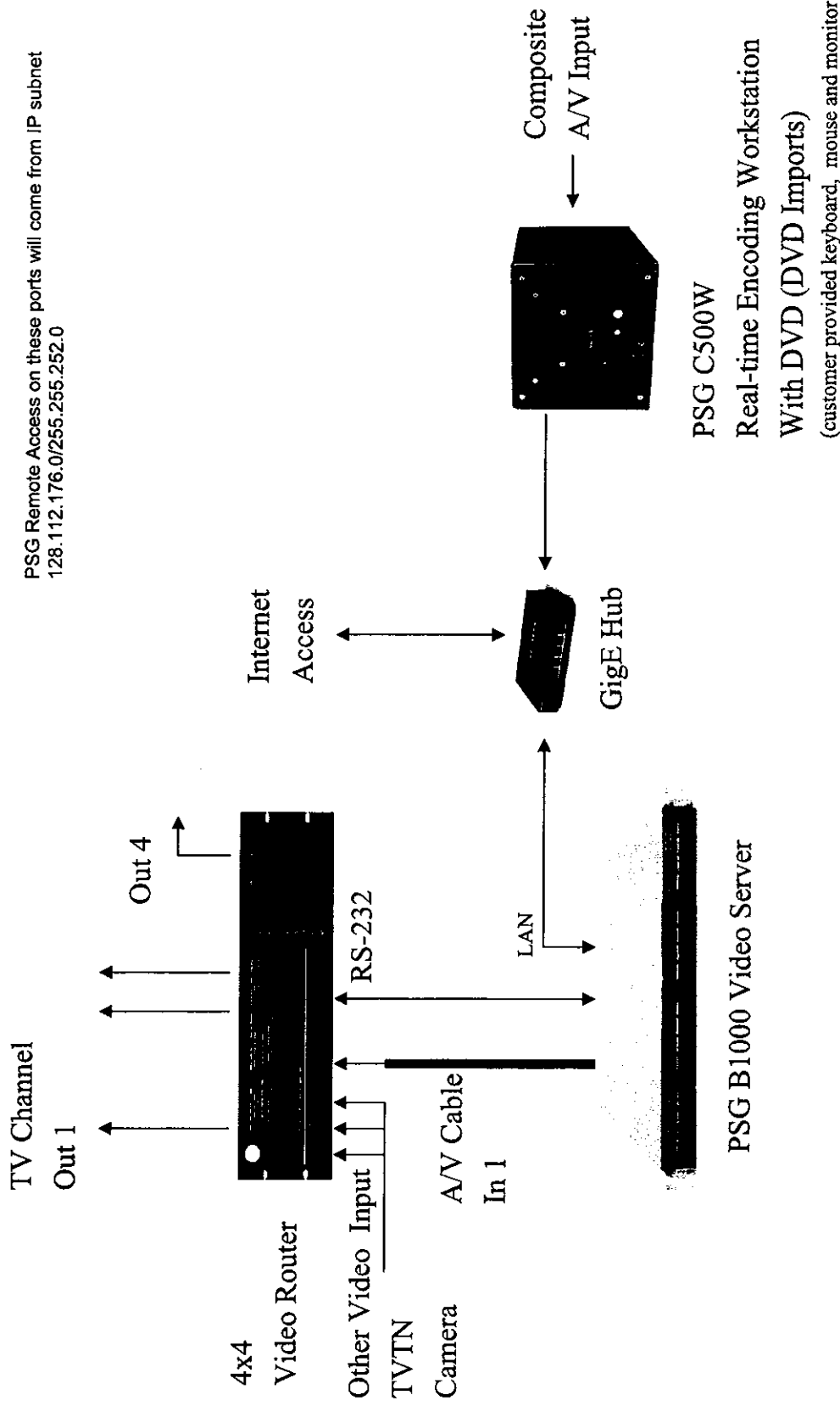




Internet Firewall Requirements

- 20/21 (TCP) - In and Out: Optional for remote FTP access
- 22 (TCP) - In and Out: Required for PSG remote access and upgrades
- 80 (TCP) - In and Out: Optional for remote access to User Interface
- 123 (UDP) - In and Out: Required for NTP for Clock Sync to Time Server
- 3389 (TCP) - In and Out: WindowsXP desktop remote desktop
- 8686 (TCP) - In and Out: Optional for B1000 Live Preview Stream

PSG Remote Access on these ports will come from IP subnet 128.112.176.0/255.255.252.0



City of Lake Park Network Diagram – with Knox Matrix Switcher Option

TAB 4

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. *Tab 4*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> APPROVAL OF ITEM

<input type="checkbox"/> | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input checked="" type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Approval of piggy back contract from Palm Beach County with Sod Unlimited, Inc. for pre-hurricane tree trimming and pruning.

RECOMMENDED MOTION/ACTION: Motion to Approve

Approved by Town Manager

H. S. Davis

Date:

7/11/07


Joseph S. Kroll / Public Works Director
 Name/Title

7-11-07
 Date of Actual Submittal

Originating Department: Public Works	Costs: \$12,255.00 Funding Source: General Fund – Streets & Roads Division Acct. # 190-53000	Attachments: Palm Beach County Contract with Sod Unlimited and Summary Explanation
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> _____ Please initial one.		

Summary Explanation/Background:
 Attached

MEMORANDUM

TO: Mayor and Commission
FROM: Joseph S. Kroll, Public Works Director 
DATE: July 11, 2007
RE: Pre hurricane tree trimming and pruning services

.....

It is necessary for Public Works during hurricane season to cut back and trim the right-of-way tree growth. Proper tree maintenance works two fold with this process by encouraging healthy tree growth and eliminating the possibility of extensive damage due to storm activity.

We are utilizing a contract with Palm Beach County, contract number 04123B which is attached.

Attached is a letter from the contractor stating they will honor its pricing schedule they have established with Palm Beach County for work performed with the Town.

JSK/kaa
misc.commissionsod unlimited
attachments

**SOD UNLIMITED
1542 RIALTO DRIVE
BOYNTON BEACH, FLORIDA 33436
(561)441-1391 OR (561)441-1392**

LICENSED & INSURED

PROPOSAL

PROPOSAL SUBMITTED TO: WORK TO BE PERFORMED AT:

The Town of Lake Park

The Town of Lake Park

PROPOSAL INCLUDES:

PARKER AVENUE

(Main Road Sidewalk to Sidewalk)

All Shade Trees 2380= 47.6 hours

KELLY PARK & EVERGREEN HOUSE

Trim all Palms & Shade Trees/ Remove (2) Dead Palms)

3200= 64 hours

MARINA/TREES ARE OK

LAKE SHORE DRIVE

TRIM ALL PALMS 1125 = 22.5hours

LIBRARY

Trim all Shade Trees & Palms 900=18 hours

6th STREET

Trim All Palms & Shade Trees

Clean up Around Fenced Pump Station

1000=20 hours

DATE PALM DRIVE

Raise Small Shade Trees

Trim Large Banyan Trees

Trim All Palms

1750=35 hours

SEMINOLE STREET

Trim Oaks and Palms

650=13 hours

FLAGLER DRIVE

Trim Oaks and Palms

1250=25 hours

All work to be performed and completed in a professional manner.
Contractor will furnish all tools to perform the necessary work.
Contractor agrees to perform work for the sum of \$12,255.00=245
hours.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

DATE: 7/3/07

SIGNATURE: Willie Johnson

SIGNATURE: _____

**SOD UNLIMITED
1542 RIALTO DRIVE
BOYNTON BEACH, FLORIDA 33436
(561)441-1391 OR (561)441-1392**

LICENSED & INSURED

PROPOSAL

PROPOSAL SUBMITTED TO: WORK TO BE PERFORMED AT:

The Town of Lake Park

The Town of Lake Park

PROPOSAL INCLUDES:

PARKER AVENUE

(Main Road Sidewalk to Sidewalk)

All Shade Trees 2380= 47.6 hours

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Contractor agrees to perform work for the sum of \$12,255.00=245
hours.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified. Payment will be made as outlined.

DATE: 7/3/07

SIGNATURE: Willie Johnson

SIGNATURE: _____

**SOD UNLIMITED INC.
1542 RIALTO DRIVE
BOYNTON BEACH, FL. 33436
(561) 441-1959/FAX (561) 752-8818**

TO: THE TOWN OF LAKE PARK

**Sod Unlimited will honor Palm Beach
County's pay schedule for tree trimming
work performed in the town of Lake
Park.**

Thanks,


Willie Johnson/President



July 11, 2006

VC0000010133

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/pur

**Palm Beach County
Board of County
Commissioners**

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

Sod Unlimited, Inc.
Attn: Willie Johnson, Jr.
1542 Rialto Drive
Boynton Beach, Florida 33436

Dear Vendor:

RE: TERM CONTRACT #:04123B

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Tree Trimming & Pruning Services based on one of the following:

- ☒ RENEWAL OF BID#: 04-123/CC in accordance with all original terms, conditions, specifications and prices with no deviation.
- ☐ EXTENSION OF BID/RFQ #:
- ☐ SOLE SOURCE CONTRACT #:
Vendor shall notify Purchasing immediately if the sole source status changes.
- ☐ STATE OF FLORIDA CONTRACT #:
- ☐ OTHER:

The term of this contract is 08/17/2006 through 08/16/2007. The estimated dollar value for all awarded vendors is \$492,650.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Phil Ridolfo, Senior Buyer at (561) 616-6823.

Sincerely,


Kathleen M. Scarlett,
Director of Purchasing

c: Mike Boroviak, F D & O
Reid Raymond, Parks & Recreation
Vernetha Green, Water Utilities
Joan Mc Gee, County Cooperative Ext. Services
Roberta Carfagno, Engineering & Public Works
Tom Wenham, Fire Rescue
File

BID RESPONSE
 BID #04-123/CC

VC000000/0133

TREE TRIMMING & PRUNING SERVICES,
 TERM CONTRACT

LOT #1 - TREE TRIMMING & PRUNING SERVICES
 (without ISA Certified Arborist)

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
1.	UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>50.00</u>	X .75 =	\$ <u>37.50</u>
2.	ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>48.00</u>	X .15 =	\$ <u>7.20</u>
3.	FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>20.00</u>	X .10 =	\$ <u>2.00</u>
TOTAL FACTORED RATE LOT #1: \$				<u><u>46.70</u></u>

LOT #2 - TREE TRIMMING & PRUNING SERVICES
 (with ISA Certified Arborist, in accordance with
 Term & Condition #7.B)

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
1.	UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>0</u>	X .70 =	\$ <u>0</u>
2.	ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>0</u>	X .25 =	\$ <u>0</u>

Continued....

FIRM NAME: Sao Unlimited Inc

**BID RESPONSE
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)
(with ISA Certified Arborist)

	HOURLY RATE	WEIGHT FACTOR	TOTAL FACTORED RATE
3. FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>0</u>	X .05 =	\$ <u>0</u>
TOTAL FACTORED RATE LOT #2: \$ <u>0</u>			

Is Qualification of Bidders information included, per Term and Condition # 9 ? YES wj < Initial

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
Sao Unlimited Inc		6/24/04
* SIGNATURE: <u>Willie Johnson</u>	PRINT NAME: Willie Johnson	
	PRINT TITLE: President	
ADDRESS: <u>1542 Rialto Drive</u>		
CITY / STATE: <u>Boynton Beach FL</u>		ZIP CODE: <u>33436</u>
TELEPHONE # (561) <u>441-1391</u>	E-MAIL:	
TOLL FREE # ()	FAX #: (561) <u>752-8818</u>	
APPLICABLE LICENSE(S) NUMBER # <u>1998-15010</u>	TYPE: <u>PBC Occupational</u>	
FEDERAL ID # <u>65-0880535</u>		



July 11, 2006

VC0000011981

Purchasing Department50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/pur

**Palm Beach County
Board of County
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Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

MSZ, Inc.
d/b/a Zimmerman Tree Services
Attn: Mike Zimmerman
4660 71st Court South
Lake Worth, Florida 33463

Dear Vendor:

RE: TERM CONTRACT #:04123E

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Tree Trimming & Pruning Services based on one of the following:

- ☒ RENEWAL OF BID#: 04-123/CC in accordance with all original terms, conditions, specifications and prices with no deviation.
- ☐ EXTENSION OF BID/RFQ #:
- ☐ SOLE SOURCE CONTRACT #:
Vendor shall notify Purchasing immediately if the sole source status changes.
- ☐ STATE OF FLORIDA CONTRACT #:


The term of this contract is 08/17/2006 through 08/16/2007. The estimated dollar value for all awarded vendors is \$492,650.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Phil Ridolfo, Senior Buyer at (561) 616-6823.

Sincerely,


Kathleen M. Scarlett,
Director of Purchasing

c: Mike Boroviak, F D & O
Reid Raymond, Parks & Recreation
Vernetha Green, Water Utilities
Joan Mc Gee, County Cooperative Ext. Services
Roberta Carfagno, Engineering & Public Works
Tom Wenham, Fire Rescue
File



BID RESPONSE
BID #04-123/CC

VC00000011981

TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT

LOT #1 - TREE TRIMMING & PRUNING SERVICES
(without ISA Certified Arborist)

	HOURLY RATE	WEIGHT FACTOR	TOTAL FACTORED RATE
1. UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .75 =	\$ <u>83.81</u>
2. ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .15 =	\$ <u>16.76</u>
3. FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>10.80</u>	X .10 =	\$ <u>1.08</u>

TOTAL FACTORED RATE LOT #1: \$ 101.65

LOT #2 - TREE TRIMMING & PRUNING SERVICES
(with ISA Certified Arborist, in accordance with
Term & Condition #7.B)

	HOURLY RATE	WEIGHT FACTOR	TOTAL FACTORED RATE
1. UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .70 =	\$ <u>78.23</u>
2. ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .25 =	\$ <u>27.94</u>

Continued....

FIRM NAME: ZIMMERMAN TREE SERVICE

**BID RESPONSE
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)
(with ISA Certified Arborist)

FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval

HOURLY RATE	WEIGHT FACTOR	TOTAL FACTORED RATE
\$ <u>10.80</u>	X .05 =	\$ <u>0.54</u>

TOTAL FACTORED RATE LOT #2: \$ 106.71

Qualification of Bidders information included, per Term and Condition # 9 ? YES JDH < Initial

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

ZIMMERMAN TREE SERVICE

6/24/04

* SIGNATURE:

Jon D Morris

PRINT NAME: Jon D. MORRIS

PRINT TITLE: MANAGER

ADDRESS:

4660 71ST COURT SOUTH

CITY / STATE:

LAKE WORTH, FL

ZIP CODE:

33463

TELEPHONE #

(561) 968-1045

E-MAIL: jmorris@zimmermantreeservice.com

TOLL FREE # ()

FAX #: (561) 966-4612

APPLICABLE

LICENSE(S)

NUMBER #

TYPE:

FEDERAL ID #

59-2278887

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
08/17/04

Callahan

Contractor(s)	Project	Contract Amount SBE / M/W/BE Amount (Category)	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
---------------	---------	---	---	----------	-----------

XHIBIT G

od Unlimited, Inc.;	Term contract for tree trimming and pruning services for the	\$400,000.00	Countywide	Scarlett	
immerman Tree	period 8/17/04 through 8/16/05 per BID #04-123/CC.	SBE \$250,000			
ervice					

he County has encumbered \$206,000 (\$17,200/month) during the previous twelve (12) month term contract. An increased amount of \$185,000 over the previously approved amount of \$215,000 is needed for this new term contract due to necessary pruning at additional WUD sites and for trimming and pruning services at various parks necessitating an ISA certified arborist. (See attached memos from WUD and Parks and Recreation). This term contract has two (2) twelve (12) month renewal options.

XHIBIT H

ocal Traffic Control	Increase of term contract amount for purchase of 3M diamond-	\$268,000.00	Engineering/Traffic	Scarlett	
orp.; 3M Company;	grade sheeling material for the period 8/30/03 through 8/29/04	SBE \$0	1201-360-3220-5304		
raffix Devices, Inc.;	off State of Florida contract #550-590-01-1 per Master				
niversal Signs &	Agreement #550590011A1.				
ccessories					

ne County has encumbered \$118,000 (\$10,727/month) during the previous eleven (11) months of the current twelve (12) month term contract. An increase of \$140,000 to a not to exceed amount of \$268,000 is necessary in order for the Engineering Department to utilize Diamond grade sheeling in the fabrication of certain sign types. The Engineering Department is requesting a budget transfer (Agenda Item #3-C-14) to provide funding for the increased amount. (See attached memo). This is a purchase off the State of Florida contract due to lack of SBE competition for this commodity. This term contract has two (2) twelve (12) month renewal options.

BID #: 04-123/CC

TITLE: TREE TRIMMING & PRUNING SERVICES, TERM CONTRACT

BUYER: COLLEEN CARDILLO

ACTION	DATE	INITIALS	ACTION	DATE	INITIALS
BID OPENED	06/24/04	QMC	BID POSTED IN PURCHASING	7/23/04	msg
POSTING APPROVED	7/23/2004	<i>Quynh</i>	POSTING REMOVED	8/2/04	msg
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	7/23/04	msg	COPY TO OSBA, BUYER & DEPT.	8/2/04	msg

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

PREFERENCE CODES:

(1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS

(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS

(3) NO AWARD, NOT RESPONSIVE AND/OR RESPONSIBLE TO BID

(4) NOT EVALUATED

"LP"
= LOCAL PREFERENCE (5%)
"SBE"
= SBE RANKING (10%)
"NO LP"
= MARTIN CO - NO "LP" APPLIED

LOT #1 - WITHOUT CERTIFIED ARBORIST

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "LP" AND/OR "SBE"
TONY'S TREE SERVICE, INC.	\$ 34.95	
SOD UNLIMITED, INC.	\$ 46.70	SBE
JOHNSON'S LAWN MAINTENANCE & DESIGN	\$ 51.25	
ZIMMERMAN TREE SERVICE	\$101.67	
CORE SERVICE LLC	\$118.50	
STILES LANDSCAPE CO.	\$163.50	
ARBOR TREE & LAND, INC.	\$183.00	
NANAK'S LANDSCAPING, INC.	\$261.25	

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "LP" AND/OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TONY'S TREE SERVICE, INC.	\$ 34.95		(3)
SOD UNLIMITED, INC.	\$ 46.70	SBE	(1)
JOHNSON'S LAWN MAINTENANCE & DESIGN	\$ 51.25		(3)
ZIMMERMAN TREE SERVICE	\$101.67		(2)
CORE SERVICE LLC	\$118.50		(4)
STILES LANDSCAPE CO.	\$163.50		(4)
ARBOR TREE & LAND, INC.	\$183.00		(4)
NANAK'S LANDSCAPING, INC.	\$261.25		(4)

BID RECAP SHEET

BID RECAP SHEET

LOT #2 - WITH CERTIFIED ARBORIST

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "LP" AND/OR "SBE"
TONY'S TREE SERVICE, INC.	\$ 41.75	
ZIMMERMAN TREE SERVICE	\$106.71	
CORE SERVICE LLC	\$124.25	
STILES LANDSCAPE CO.	\$184.00	
ARBOR TREE & LAND, INC.	\$223.70	
NANAK'S LANDSCAPING, INC.	\$328.00	
SOD UNLIMITED, INC.	NO BID	SBE
JOHNSON'S LAWN MAINTENANCE & DESIGN	NO BID	

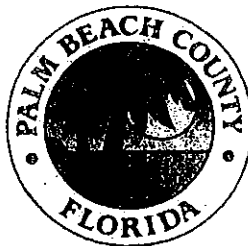
STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "LP" AND/OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TONY'S TREE SERVICE, INC.	\$ 41.75		(3)
ZIMMERMAN TREE SERVICE	\$106.71		(1)
CORE SERVICE LLC	\$124.25		(2)
STILES LANDSCAPE CO.	\$184.00		(4)
ARBOR TREE & LAND, INC.	\$223.70		(4)
NANAK'S LANDSCAPING, INC.	\$328.00		(4)
SOD UNLIMITED, INC.	NO BID	SBE	(4)
JOHNSON'S LAWN MAINTENANCE & DESIGN	NO BID		(4)

REMARKS: TONY'S TREE SERVICE IS NON-RESPONSIVE TO TERM & CONDITION # 9.A & 9.B
 JOHNSON'S LAWN MAINTENANCE & DESIGN IS NON-RESPONSIVE TO TERM & CONDITION # 9.A

Board of County Commissioners

Karen T. Marcus, Chair
Tony Masilotti, Vice Chairman
Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson
Addie L. Greene



County Administrator

Robert Weisman

Purchasing Department

www.pbcgov.com/pur

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

BID OPENING DATE: June 24, 2004 AT 2:00 P.M.

It is the responsibility of the bidder to insure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Call Bid Hotline number 795-8080 (from Palm Beach County), 425-7420 (from Broward County), or 655-4527 (from Dade County) or tune in to the Education and Government Television Cable Channel for a list of additional advertised "Invitations for Bid" and "Requests for Proposal". The Bid Hotline also provides updates on posted award recommendations. This same information, to include posted award information, is available on our web site www.pbcgov.com/pur.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

Amendments to this Invitation for Bid will be automatically sent only to those vendors who received this document directly from Palm Beach County Purchasing Department.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid package not purchased directly from Palm Beach County Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO.: 04-123/CC BID TITLE: Tree Trimming & Pruning Services, Term Contract

PURCHASING DEPARTMENT CONTACT: Colleen Cardillo, Sr. Buyer, TELEPHONE NO.: 561-616-6839
FAX NO.: (561) 242-6739, EMAIL ADDRESS: ccardill@co.palm-beach.fl.us

All bid responses must be received on or before June 24, 2004, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all O.S.H.A., ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and

the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an

Independent Contractor and not as employees or agents of the COUNTY.

d. CRIMINAL HISTORY RECORDS CHECK ORDINANCE:

Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. PUBLIC ENTITY CRIMES: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

g. LOBBYING: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

h. CONFLICT OF INTEREST: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. SUCCESSORS AND ASSIGNS: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

k. PUBLIC RECORDS: Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

l. INCORPORATION, PRECEDENCE, JURISDICTION: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES**: All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container, which should have the enclosed address label affixed and bearing the bid number.

- b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Occupational License for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder should include the current occupational license issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **SBE BID DOCUMENT LANGUAGE**

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program, and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations. This goal is a minimum, and no rounding shall be accepted.

Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal shall be deemed to be responsive to the SBE requirement. When evaluating competitive bids of up to one million dollars (\$1,000,000) in which the apparent low bidder is determined to be non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement, or, in the event there are no bidders responsive to the SBE requirement, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

In cases where the low bid exceeds one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements, or, in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the low bid otherwise responsive to the bid requirements by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce. Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Prime Subcontractors

This list shall contain the names of all SBE and M/WBE subcontractors intended to be used in performance of the contract, if awarded. The type of work to be performed by each subcontractor and the dollar value or percentage shall also be specified. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

One Schedule 2 for each SBE and M/WBE Subcontractor listed on Schedule 1 shall be completed and executed by the proposed SBE and M/WBE Subcontractor. Additional copies may be made as needed.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, IT **TAKES UP TO SIXTY (60) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders contact the OSBA at (561) 616-6840 to verify certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

6.1 Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.

6.2 The total dollar value of a contract with an eligible SBE may be counted toward the goal.

6.3 The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

6.4 The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

6.5 The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

6.6 The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters the goods before resale).

6.7 The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers that are not manufacturers.

6.8 The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors, provided that the Prime identifies the SBE subcontractors as second and third tier subs in their bid submittal.

Item 7 - Responsibilities After Contract Award

All bidders hereby assure that they shall meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 & 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder shall only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the OSBA.

Note: Where there is a conflict between the Local Preference Ordinance and the SBE Ordinance, the SBE Ordinance shall prevail.

- d. **LOCAL PREFERENCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to bidders who have a permanent place of business in Palm Beach County and who hold a valid occupational license issued by the County that authorizes the bidder to provide the goods or services to be purchased. Local preference means that if the lowest responsive, responsible bidder is a regional or non-local business, then all bids received from responsive, responsible local bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. To receive a local preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. Prior to the County's issuance means the date that the Notice of Solicitation/Invitation for Bid was advertised in the Palm

Beach Post. A permanent place of business means that the bidder's headquarters is located in Palm Beach County; or, the bidder has a permanent office or other site in Palm Beach County where the bidder will produce a substantial portion of the goods or services to be purchased. A valid occupational license issued by the Palm Beach County Tax Collector shall be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. A Palm Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder shall include the current occupational license issued to the bidder in the response. Please note that the bid submitted to Palm Beach County must be from an address located within Palm Beach County in order for local preference to apply. The bidder must submit the attached "Certification of Business Location" along with a copy of the bidder's occupational license at the time of bid submission. Failure to submit this information shall cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

- e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.
- f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
- (2) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening or other time stated in special conditions.
- (3) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (4) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for

bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

- h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

- i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by the County or other governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

- j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.

l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.

4. **BID OPENING/AWARD OF BID**

a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, telegram, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.

b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site at www.pbcgov.com/pur and on our bid hotline, telephone 561-795-8080. These listings are updated weekly, normally on Friday. If any discrepancy between these listings and the official posting in the Purchasing Department, the latter shall prevail.)

c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be in writing, addressed to the Director of Purchasing, identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.

5. **CONTRACT ADMINISTRATION**

a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.

c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, and does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after

receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination becomes effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

7. PRE-BID CONFERENCE (NON-MANDATORY)

All interested parties are invited to attend a pre-bid conference which is scheduled to be held at Palm Beach County Purchasing Department, 50 S. Military Trail, Suite 109, West Palm Beach, FL on June 8, 2004 commencing at 9:00 a.m.

At this time, the County's representative will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Oral explanations or instructions given by any County representative are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that their bid is made without reliance on any oral representations made by the County.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

8. POST AWARD MEETING

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with Parks & Recreation representative(s) to discuss job procedures and scheduling.

The successful bidder shall contact Greg Atkinson at (561) 963-6736 to arrange meeting.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of four (4) references in which similar services (2 references for tree trimming and tree pruning with encumbrances; and 2 references for tree trimming and tree pruning which are free of encumbrances) have been provided within the past three (3) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. **LOT #2 only:** The bidder must provide a copy of a current license that shows a principal in the firm or an employee holds the following:
 1. ISA Certified Arborist - successful bidder shall have on staff an employee who holds this license at all times during the term of this contract.

10. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot basis based on the Total Factored Rate. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

11. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

12. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of this contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work not later than two (2) business days after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within agreed upon time frames.

13. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$370,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

14. RENEWAL OPTION

The successful bidder shall be awarded a contract for 12 months with the option to renew for two (2) additional 12 month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners.

15. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

16. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County Purchasing Department, Attention Insurance/Buyer Assistant, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415:

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

(WHEN APPLICABLE: A Garage Liability Policy shall be considered a similar form in satisfying the Commercial General Liability insurance requirements. Garagekeeper's Legal Liability shall have minimum limits of \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sub limit applies, the minimum sub limit shall be \$50,000 per vehicle. An "on-hook" endorsement, or similar coverage, shall have a minimum limit of \$50,000 per vehicle providing physical damage legal liability for the same causes of loss above on any vehicle while in tow. Any per vehicle or per occurrence deductible shall be the contractor's responsibility.

(WHEN APPLICABLE: Professional Liability Insurance shall have minimum limits of \$500,000 Per Occurrence and \$500,000 Aggregate.)

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request).

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall unequivocally provide thirty (30) days (except 10 days for non-payment) written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respect to County.

**SPECIFICATIONS
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

SCOPE:

The sole purpose and intent of this Invitation for Bid is to establish a term contract for Tree Trimming and Pruning Services throughout Palm Beach County. This contract may be used by multiple County departments.

GENERAL:

Contractor shall provide all supervision, labor, tools, equipment and trucks to complete all services.

Contractor shall perform services in accordance with the American National Standards Institute (ANSI 300.2001). Any fees or fines resulting from violations due to the performance of the Contractor will be the sole responsibility of the Contractor.

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and/or County and coordinated with the appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County and Local highway construction codes.

The Contractor shall be responsible for contacting the appropriate utility for location of any buried or serial utilities in the work area which could be damaged by Contractor's operation.

CLEANUP:

Contractor shall leave the areas in a condition equal to that which existed prior to the commencement of all forestry operations.

It shall be the responsibility of the Contractor to remove and dispose of, in a proper and acceptable manner to Palm Beach County, all logs, brush, and other debris resulting from the tree maintenance operations.

SERVICE UNIT:

This service is to be bid on an hourly basis only. Minimally, every service will require the use of personnel and equipment as specified below.

The Contractor shall provide an hourly rate for all expenses incurred with regard to labor and equipment including but not limited to aerial equipment, trucks, chipping equipment, power and all hand tools as specified below:

I. Crew/Personnel - Crew/personnel shall minimally include but not be limited to the following:

- A. One (1) Foreman (working) who shall provide supervision of the work force and shall have the responsibility for all work performed by the Contractor.
- B. Two (2) Climbers/Trimmers who have skills necessary for working in trees from an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment.

All personnel must be proficient in operating all other mechanical equipment applicable to providing this service.

The climber/trimmers shall also have the ability to alternate as groundsperson including skills in ground operations such as loading trucks, cutting limbs on the ground, operating a chipper, etc.

**SPECIFICATIONS
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

II. Equipment shall include but not be limited to the following:

- A. Chipper and truck
- B. Aerial Truck
- C. All hand tools (i.e., saws, rakes, shovels, ropes, buckets, etc.).

SCHEDULE OF WORK:

All work shall be scheduled during the County's normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. Hourly rate shall start upon commencement of work at the designated job site and terminate upon departure from job site. No additional compensation for travel, mobilization, demobilization, fuel, or other incidental expenses will be paid by Palm Beach County.

Contractor shall, upon notification by Palm Beach County's Department Representative, visually inspect site(s) where services have been requested.

Contractor shall, upon inspection of site(s), submit in writing, to the County Department Representative, an itemized breakdown of the total price of services.

PERSONNEL:

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

Personnel must be able to supply proper identification at all times.

UNENCUMBERED/ENCUMBERED TREES:

Trees will be classified as being encumbered when located near any overhead and/or underground utilities, located within or near protected plant species, manmade structures or located in a remote area not accessible by wheeled machinery. The Contractor shall be responsible for contacting the appropriate utilities for location of any buried or aerial utilities in the work area which could be damaged by Contractor's operation.

Trees that are located at such distance (across the street, etc.) from an encumbrance so that by topping the tree it will safely clear the encumbrance, will be classified as being unencumbered (as determined by the County Department Representative).

**BID RESPONSE
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

LOT #1 - TREE TRIMMING & PRUNING SERVICES
(without ISA Certified Arborist)

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>		<u>TOTAL FACTORED RATE</u>
1.	<u>UNENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .75	=	\$ _____
2.	<u>ENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .15	=	\$ _____
3.	<u>FLAGMAN</u> : Flagman for traffic control to be used at the County's discretion and approval	\$ _____	X .10	=	\$ _____

TOTAL FACTORED RATE LOT #1: \$ _____

LOT #2 - TREE TRIMMING & PRUNING SERVICES
**(with ISA Certified Arborist, in accordance with
Term & Condition #7.B)**

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>		<u>TOTAL FACTORED RATE</u>
1.	<u>UNENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .70	=	\$ _____
2.	<u>ENCUMBERED</u> : Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .25	=	\$ _____

Continued....

FIRM NAME: _____

**BID RESPONSE
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)
(with ISA Certified Arborist)

	<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
3. FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ _____	X .05 =	\$ _____

TOTAL FACTORED RATE LOT #2: \$ _____

Is Qualification of Bidders information included, per Term and Condition # 9 ? YES _____ < Initial

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)

DATE:

* SIGNATURE: _____

PRINT NAME:

PRINT TITLE:

ADDRESS: _____

CITY / STATE: _____ ZIP CODE: _____

TELEPHONE # ()

E-MAIL:

TOLL FREE # ()

FAX #: ()

APPLICABLE

LICENSE(S)

NUMBER # _____ TYPE: _____

FEDERAL ID # _____

STATEMENT OF NO BID
BID #04-123/CC

TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the County of Palm Beach.

COMPANY NAME: _____
ADDRESS: _____
TELEPHONE: _____
SIGNATURE: _____
DATE: _____

WE, the undersigned have declined to bid on your Bid No. _____ for _____
(Service/Commodity)

because of the following reason(s):

- _____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond to the Invitation for Bid
- _____ We do not offer this product or an equivalent
- _____ Our product schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

DRUG-FREE WORKPLACE CERTIFICATION

BID #04-123/CC

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
 (Individual's Name)
 _____ of _____
 (Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

 Date

SCHEDULE 1

LIST OF PROPOSED SBE-MWBE SUBCONTRACTORS

NAME: _____ BID NO: _____ ADDRESS: _____
 ME OF PRIME BIDDER: _____ PHONE NO: _____ FAX NO: _____
 CONTACT PERSON: _____
 OPENING DATE: _____ DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Firm Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount				Other (Please Specify)
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total			\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Please use additional sheets if necessary)

Total Bid Price \$ _____ Total Value of SBE Participation \$ _____

- NOTE: 1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or an MWBE. If firms are certified as both an SBE and MWBE, please indicate the dollar amount under the appropriate category.
 3. MWBE information is being collected for tracking purposes only.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

BID NO. _____ BID NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price \$ _____
(Subcontractor's quote)

and shall enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ _____

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

(Print name of SBE-M/WBE Subcontractor)By: _____
(Signature)_____
(Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor)

Date: _____

SCHEDULE 3

#DIB

NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

SBE-M/WBE Category (check all applicable)

I hereby certify that the above information is true to the best of my knowledge.

Return to:
Office of Small Business Assistance
50 S. Military Trail, Suite 209
West Palm Beach, FL 33415

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount in each section. The dollar amount will not be counted twice.

SCHEDULE 4
SBE-M/WBE PAYMENT CERTIFICATION

This is to certify that _____ received

 SBE or M/WBE Subcontractor

(Monthly) or (Final) payment of \$ _____ on _____
 from _____ for labor and/or materials used on BID NO. _____
 (Prime Contractor)

BID NAME: _____ BID #: _____

PRIME CONTRACTOR: _____

SBE OR M/WBE SUBCONTRACTOR: _____
 (Company Name)

BY: _____ BY: _____
 (Signature of Prime Contractor) (Signature of Subcontractor)

 (Print Name & Title of Person Executing on behalf
 of Contractor)

 (Print Name & Title of Person Executing on behalf of
 Subcontractor)

STATE OF FLORIDA
 COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
 by _____

 Notary Public, State of Florida

 Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR
 Produced Identification _____ Type of Identification Produced _____

STATE OF FLORIDA
 COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____
 by: _____

 Notary Public, State of Florida

 Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR
 Produced Identification _____ Type of Identification Produced _____

DUE: To be submitted with Pay Request, immediately following any payment to the SBE-M/WBE from the Prime Contractor.

TAB 5

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. *Tab 5*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> APPROVAL OF ITEM

<input type="checkbox"/> | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Approval of piggy back contract from Palm Beach County with Sod Unlimited, Inc. for tree trimming and pruning during Hurricane season.

RECOMMENDED MOTION/ACTION: Motion to Approve

Approved by Town Manager

He. G. Davis
7-5-07

Date:

7/11/07

Joseph S. Kroll / Public Works Director
 Name/Title

Date of Actual Submittal

Originating Department: Public Works	Costs: Fee schedule attached Funding Source: Non-Departmental Emergency Contingency <div style="text-align: center;">99901</div> Acct. # 900-	Attachments:
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <i>JSK</i> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> : Please initial one.

Summary Explanation/Background:
 Attached

MEMORANDUM

TO: Mayor and Commission
FROM: Joseph S. Kroll, Public Works Director
DATE: July 5, 2007
RE: Hurricane tree trimming and pruning services contract

.....

Dear Mayor and Commissioners;

It is necessary for Public Works during emergency events such as hurricanes and flooding to utilize outside contractors. If you recall the past three storms public works was able to trim and prepare our trees so in the event of a storm there would be less debris to clean up and the trees would not get damaged. This method of standby is a standard in the industry, allowing for less wear and tear of Town equipment and employees.

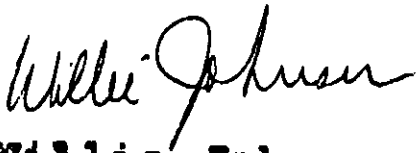
The contractor was awarded a contract with Palm Beach County, contract number 04123B with a term of one year good thru August 2007. Attached is a letter from the contractor stating they will honor its pricing schedule they have established with Palm Beach County for work performed during the 2007 Hurricane season with the Town.

SOD UNLIMITED INC.
1542 RIALTO DRIVE
BOYNTON BEACH, FL. 33436
(561)441-1959/FAX (561)752-8818

TO: THE TOWN OF LAKE PARK

Sod Unlimited will honor Palm Beach
County's pay schedule for tree trimming
work performed in the town of Lake
Park.

Thanks,

A handwritten signature in cursive script, appearing to read "Willie Johnson".

Willie Johnson/President



July 11, 2006

Form L

VC0000010133

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/pur

**Palm Beach County
Board of County
Commissioners**

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

Sod Unlimited, Inc.
Attn: Willie Johnson, Jr.
1542 Rialto Drive
Boynton Beach, Florida 33436

Dear Vendor:

RE: TERM CONTRACT #:04123B

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Tree Trimming & Pruning Services based on one of the following:

- ☒ RENEWAL OF BID#: 04-123/CC in accordance with all original terms, conditions, specifications and prices with no deviation.
- ☐ EXTENSION OF BID/RFQ #:
- ☐ SOLE SOURCE CONTRACT #:
Vendor shall notify Purchasing immediately if the sole source status changes.
- ☐ STATE OF FLORIDA CONTRACT #:
- ☐ OTHER:

The term of this contract is 08/17/2006 through 08/16/2007. The estimated dollar value for all awarded vendors is \$492,650.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Phil Ridolfo, Senior Buyer at (561) 616-6823.

Sincerely,


Kathleen M. Scarlett,
Director of Purchasing

c: Mike Boroviak, F D & O
Reid Raymond, Parks & Recreation
Vernetha Green, Water Utilities
Joan Mc Gee, County Cooperative Ext. Services
Roberta Carfagno, Engineering & Public Works
Tom Wenham, Fire Rescue
File

"An Equal Opportunity
Affirmative Action Employer"



printed on recycled paper

**BID RESPONSE
 BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
 TERM CONTRACT**

VC0000010133

**LOT #1 - TREE TRIMMING & PRUNING SERVICES
 (without ISA Certified Arborist)**

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
1.	UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>50.00</u>	X .75 =	\$ <u>37.50</u>
2.	ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>48.00</u>	X .15 =	\$ <u>7.20</u>
3.	FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>20.00</u>	X .10 =	\$ <u>2.00</u>
TOTAL FACTORED RATE LOT #1: \$				<u><u>46.70</u></u>

**LOT #2 - TREE TRIMMING & PRUNING SERVICES
 (with ISA Certified Arborist, in accordance with
 Term & Condition #7.B)**

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
1.	UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>0</u>	X .70 =	\$ <u>0</u>
2.	ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>0</u>	X .25 =	\$ <u>0</u>

Continued....

FIRM NAME: Sao Unlimited Inc

**BID RESPONSE
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)
(with ISA Certified Arborist)

	<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
3. FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>0</u>	X .05 =	\$ <u>0</u>
TOTAL FACTORED RATE LOT #2: \$ <u>0</u>			

Is Qualification of Bidders information included, per Term and Condition # 9 ? YES wj < Initial

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
Soo Unlimited Inc		6/24/04
* SIGNATURE: Willie Johnson	PRINT NAME: Willie Johnson	
	PRINT TITLE: Resident	
ADDRESS: 1542 Rialto Drive		
CITY / STATE: Boynton Beach FL		ZIP CODE: 33436
TELEPHONE # (561) 441-1391	E-MAIL:	
TOLL FREE # ()	FAX #: (561) 752-8818	
APPLICABLE LICENSE(S) NUMBER # 1998-15010	TYPE: PBC Occupations	
FEDERAL ID # 65-0880535		



July 11, 2006

Form L

VC0000011981

Purchasing Department

50 South Military Trail, Suite 110
West Palm Beach, FL 33415-3199

(561) 616-6800

FAX: (561) 616-6811

www.pbcgov.com/pur

**Palm Beach County
Board of County
Commissioners**

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

County Administrator

Robert Weisman

MSZ, Inc.

d/b/a Zimmerman Tree Services

Attn: Mike Zimmerman

4660 71st Court South

Lake Worth, Florida 33463

Dear Vendor:

RE: TERM CONTRACT #:04123B

This is to inform you that Palm Beach County Board of County Commissioners is entering into a Term Contract with your company for Tree Trimming & Pruning Services based on one of the following:

- ☒ **RENEWAL OF BID#: 04-123/CC in accordance with all original terms, conditions, specifications and prices with no deviation.**
- ☐ **EXTENSION OF BID/RFQ #:**
- ☐ **SOLE SOURCE CONTRACT #:**
Vendor shall notify Purchasing immediately if the sole source status changes.
- ☐ **STATE OF FLORIDA CONTRACT #:**

The term of this contract is 08/17/2006 through 08/16/2007. The estimated dollar value for all awarded vendors is \$492,650.00.

The obligations of Palm Beach County under this contract are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Board of County Commissioners.

Palm Beach County Departments will issue individual hard copy orders against this contract as your authorization to deliver. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide an order number with each invoice will result in a delay in processing payment.

If you have any questions, please contact Phil Ridolfo, Senior Buyer at (561) 616-6823.

Sincerely,


Kathleen M. Scarlett,
Director of Purchasing

c: Mike Boroviak, F D & O
Reid Raymond, Parks & Recreation
Vernetha Green, Water Utilities
Joan Mc Gee, County Cooperative Ext. Services
Roberta Carfagno, Engineering & Public Works
Tom Wenham, Fire Rescue
File

"An Equal Opportunity
Affirmative Action Employer"

BID RESPONSE
 BID #04-123/CC

VC0000011981

TREE TRIMMING & PRUNING SERVICES,
 TERM CONTRACT

LOT #1 - TREE TRIMMING & PRUNING SERVICES
 (without ISA Certified Arborist)

		HOURLY RATE	WEIGHT FACTOR		TOTAL FACTORED RATE
1.	UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .75	=	\$ <u>83.81</u>
2.	ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .15	=	\$ <u>16.76</u>
3.	FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>10.80</u>	X .10	=	\$ <u>1.08</u>

TOTAL FACTORED RATE LOT #1: \$ 101.65

LOT #2 - TREE TRIMMING & PRUNING SERVICES
 (with ISA Certified Arborist, in accordance with
 Term & Condition #7.B)

		HOURLY RATE	WEIGHT FACTOR		TOTAL FACTORED RATE
1.	UNENCUMBERED: Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .70	=	\$ <u>78.23</u>
2.	ENCUMBERED: Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ <u>111.75</u>	X .25	=	\$ <u>27.94</u>

Continued....

FIRM NAME: ZIMMERMAN TREE SERVICE

**BID RESPONSE
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)
(with ISA Certified Arborist)

	<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
3. FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ <u>10.80</u>	X .05 =	\$ <u>0.54</u>
TOTAL FACTORED RATE LOT #2: \$ <u>106.71</u>			

Is Qualification of Bidders information included, per Term and Condition # 9 ? YES JDH < Initial

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
ZIMMERMAN TREE SERVICE		6/24/04
* SIGNATURE: <u>Jon D Morris</u>	PRINT NAME: JON D. MORRIS PRINT TITLE: MANAGER	
ADDRESS: <u>4660 71ST COURT SOUTH</u>		
CITY / STATE: <u>LAKE WORTH, FL</u>		ZIP CODE: <u>33463</u>
TELEPHONE # (561) 968-1045	E-MAIL: <u>jmorris@zimmermantreeservice.com</u>	
TOLL FREE # ()	FAX #: (561) 966-4612	
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____		
FEDERAL ID # <u>59-2278887</u>		

PALM BEACH COUNTY/CONTRACTS AND AWARDS FOR APPROVAL
BOARD OF COUNTY COMMISSIONERS MEETING DATE OF
08/17/04

Callen

Contractor(s)	Project	Contract Amount SBE / MW/BE Amount (Category)	Department(s) or Division(s) Accounting Line(s)	Executor	Minutes #
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EXHIBIT G

Sod Unlimited, Inc.; Zimmerman Tree Service	Term contract for tree trimming and pruning services for the period 8/17/04 through 8/16/05 per BID #04-123/CC.	\$400,000.00 SBE \$250,000	Countywide	Scarlett	
---	--	-------------------------------	------------	----------	--

The County has encumbered \$206,000 (\$17,200/month) during the previous twelve (12) month term contract. An increased amount of \$185,000 over the previously approved amount of \$215,000 is needed for this new term contract due to necessary pruning at additional WUD sites and for trimming and pruning services at various parks necessitating an ISA certified arborist. (See attached memos from WUD and Parks and Recreation). This term contract has two (2) twelve (12) month renewal options.

EXHIBIT H

Rocal Traffic Control Corp.; 3M Company; Traffic Devices, Inc.; Universal Signs & Accessories	Increase of term contract amount for purchase of 3M diamond- grade sheeting material for the period 8/30/03 through 8/29/04 off State of Florida contract #550-590-01-1 per Master Agreement #550590011A1.	\$268,000.00 SBE \$0	Engineering/Traffic 1201-360-3220-5304	Scarlett	
---	---	-------------------------	---	----------	--

The County has encumbered \$118,000 (\$10,727/month) during the previous eleven (11) months of the current twelve (12) month term contract. An increase of \$140,000 to a not to exceed amount of \$268,000 is necessary in order for the Engineering Department to utilize Diamond grade sheeting in the fabrication of certain sign types. The Engineering Department is requesting a budget transfer (Agenda Item #3-C-14) to provide funding for the increased amount. (See attached memo). This is a purchase off the State of Florida contract due to lack of SBE competition for this commodity. This term contract has two (2) twelve (12) month renewal options.

BID #: 04-123/CC		TITLE: TREE TRIMMING & PRUNING SERVICES, TERM CONTRACT		Form I-SB
BUYER: COLLEEN CARDILLO				

ACTION	DATE	INITIALS	ACTION	DATE	INITIALS
BID OPENED	06/24/04	GMC	BID POSTED IN PURCHASING	7/23/04	ndg
POSTING APPROVED	7/23/2004	<i>Surprise</i>	POSTING REMOVED	8/2/04	ndg
COPY TO BUYER ASSISTANT FOR POSTING ON INTERNET	7/23/04	ndg	COPY TO OSBA, BUYER & DEPT.	8/2/04	ndg

KEY(S) FOR RECOMMENDATION: (PLEASE NOTE YOUR RECOMMENDATION BELOW)

- (1) RECOMMENDED AWARD - LOWEST RESPONSIVE AND RESPONSIBLE BIDDER MEETING SPECIFICATIONS
(2) NO AWARD, RESPONSIVE AND RESPONSIBLE, BUT NOT LOWEST BIDDER MEETING SPECIFICATIONS
(3) NO AWARD, NOT RESPONSIVE AND/OR RESPONSIBLE TO BID
(4) NOT EVALUATED

PREFERENCE CODES:

- "LP" = LOCAL PREFERENCE (5%)
"SBE" = SBE RANKING (10%)
"NO LP" = MARTIN CO - NO "LP" APPLIED

LOT #1 - WITHOUT CERTIFIED ARBORIST

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "LP" AND/OR "SBE"
TONY'S TREE SERVICE, INC.	\$ 34.95	
SOD UNLIMITED, INC.	\$ 46.70	SBE
JOHNSON'S LAWN MAINTENANCE & DESIGN	\$ 51.25	
ZIMMERMAN TREE SERVICE	\$101.67	
CORE SERVICE LLC	\$118.50	
STILES LANDSCAPE CO.	\$163.50	
ARBOR TREE & LAND, INC.	\$183.00	
NANAK'S LANDSCAPING, INC.	\$261.25	

STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "LP" AND/OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TONY'S TREE SERVICE, INC.	\$ 34.95		(3)
SOD UNLIMITED, INC.	\$ 46.70	SBE	(1)
JOHNSON'S LAWN MAINTENANCE & DESIGN	\$ 51.25		(3)
ZIMMERMAN TREE SERVICE	\$101.67		(2)
CORE SERVICE LLC	\$118.50		(4)
STILES LANDSCAPE CO.	\$163.50		(4)
ARBOR TREE & LAND, INC.	\$183.00		(4)
NANAK'S LANDSCAPING, INC.	\$261.25		(4)

PER 100.00 2500 240

100.00 2500 240

LOT #2 - WITH CERTIFIED ARBORIST

STEP 1

LIST BIDDERS FROM LOWEST TO HIGHEST	TOTAL OFFER AS BID	IF PREFERENCE NOTE: "LP" AND/OR "SBE"
TONY'S TREE SERVICE, INC.	\$ 41.75	
ZIMMERMAN TREE SERVICE	\$106.71	
CORE SERVICE LLC	\$124.25	
STILES LANDSCAPE CO.	\$184.00	
ARBOR TREE & LAND, INC.	\$223.70	
NANAK'S LANDSCAPING, INC.	\$328.00	
SOD UNLIMITED, INC.	NO BID	SBE
JOHNSON'S LAWN MAINTENANCE & DESIGN	NO BID	

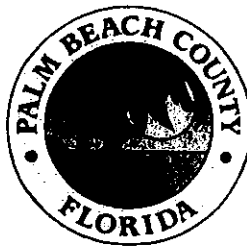
STEP 2

LIST BIDDERS FROM LOWEST TO HIGHEST AFTER PREFERENCE HAS BEEN APPLIED	OFFER AFTER PREFERENCE HAS BEEN APPLIED	IF PREFERENCE NOTE: "LP" AND/OR "SBE"	AWARD RECOMMENDATION "KEY" ONLY (SEE ABOVE)
TONY'S TREE SERVICE, INC.	\$ 41.75		(3)
ZIMMERMAN TREE SERVICE	\$106.71		(1)
CORE SERVICE LLC	\$124.25		(2)
STILES LANDSCAPE CO.	\$184.00		(4)
ARBOR TREE & LAND, INC.	\$223.70		(4)
NANAK'S LANDSCAPING, INC.	\$328.00		(4)
SOD UNLIMITED, INC.	NO BID	SBE	(4)
JOHNSON'S LAWN MAINTENANCE & DESIGN	NO BID		(4)

REMARKS: TONY'S TREE SERVICE IS NON-RESPONSIVE TO TERM & CONDITION # 9.A & 9.B
JOHNSON'S LAWN MAINTENANCE & DESIGN IS NON-RESPONSIVE TO TERM & CONDITION # 9.A

Board of County Commissioners

Karen T. Marcus, Chair
Tony Masilotti, Vice Chairman
Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson
Addie L. Greene



County Administrator

Robert Weisman

Purchasing Department

www.pbcgov.com/pur

**BOARD OF COUNTY COMMISSIONERS
NOTICE OF SOLICITATION
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

BID OPENING DATE: June 24, 2004 AT 2:00 P.M.

It is the responsibility of the bidder to insure that all pages are included. Therefore, all bidders are advised to closely examine this package. Any questions regarding the completeness of this package should be immediately directed to Palm Beach County Purchasing Department (561) 616-6800.

It is requested that all bids be submitted in triplicate, one original and two copies.

BIDDERS SHALL SUBMIT, IN A SEALED PACKAGE OR CONTAINER, AT LEAST ONE ORIGINAL, SIGNED IN INK BY AN AGENT OF THE COMPANY HAVING AUTHORITY TO BIND THE COMPANY OR FIRM. FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR BID.

Call Bid Hotline number 795-8080 (from Palm Beach County), 425-7420 (from Broward County), or 655-4527 (from Dade County) or tune in to the Education and Government Television Cable Channel for a list of additional advertised "Invitations for Bid" and "Requests for Proposal". The Bid Hotline also provides updates on posted award recommendations. This same information, to include posted award information, is available on our web site www.pbcgov.com/pur.

Protests can be accepted only during the five (5) business day posting period.

CAUTION

Amendments to this Invitation for Bid will be automatically sent only to those vendors who received this document directly from Palm Beach County Purchasing Department.

Palm Beach County shall not be responsible for the completeness of any Invitation for Bid package not purchased directly from Palm Beach County Purchasing Department.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

BOARD OF COUNTY COMMISSIONERS
Palm Beach County
INVITATION FOR BID

BID NO.: 04-123/CC BID TITLE: Tree Trimming & Pruning Services, Term Contract

PURCHASING DEPARTMENT CONTACT: Colleen Cardillo, Sr. Buyer, TELEPHONE NO.: 561-616-6839,
 FAX NO.: (561) 242-6739, EMAIL ADDRESS: ccardill@co.palm-beach.fl.us

All bid responses must be received on or before June 24, 2004, prior to 2:00 p.m., Palm Beach County local time, at which time all bids shall be publicly opened and read. **SUBMIT BID TO:** Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415-3199.

This Invitation for Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this bid solicitation and response thereto, and by reference are made a part thereof. The selected awardee shall be bound by all terms, conditions and requirements in these documents.

PURPOSE AND EFFECT: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein. The selected awardee is hereby placed on notice that acceptance of its bid by Palm Beach County shall constitute a binding contract.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the successful bidder. Changes to this invitation for bid may be made only by written amendment issued by the County Purchasing Department. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing in sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any County agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Bidder certifies that all products (materials, equipment, processes, or other items supplied in response to this bid) contained in its bid meets all O.S.H.A., ANSI, NFPA and all other Federal and State requirements. Bidder further certifies that, if it is the successful bidder, and

the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the bidder.

In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and Palm Beach County for any terms and conditions not specifically stated in the Invitation for Bid.

b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the successful bidder's relationship, and the relationship of its employees, to the COUNTY shall be that of an

Independent Contractor and not as employees or agents of the COUNTY.

d. CRIMINAL HISTORY RECORDS CHECK ORDINANCE:

Pursuant to Ordinance 2003-030, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the County shall conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees and subcontractors of vendors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as may be amended. The bidder is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the bidder acknowledges that its bid price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

e. PUBLIC ENTITY CRIMES: F.S. 287.133 requires Palm Beach County to notify all bidders of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

f. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation; return of materials; discontinuation of services; removal from the vendor bid list(s), and/or debarment or suspension from doing business with Palm Beach County.

g. LOBBYING: Bidders are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a bidder or anyone representing the bidder from communicating with any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract regarding its bid, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the bid, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a contract, rejects all bids, or otherwise takes action which ends the solicitation process.

Bidders may, however, contact any County Commissioner, County Commissioner's staff, or any employee authorized to act on behalf of the Commission to award a particular contract, via written communication i.e., facsimile, e-mail or U.S. mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

h. CONFLICT OF INTEREST: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County. Further, all bidders shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

i. SUCCESSORS AND ASSIGNS: The County and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

j. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

k. PUBLIC RECORDS: Any material submitted in response to this invitation for bid is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, F.S.

l. INCORPORATION, PRECEDENCE, JURISDICTION: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.

- m. **LEGAL EXPENSES**: The County shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

3. BID SUBMISSION

- a. **SUBMISSION OF RESPONSES**: All bid responses must be submitted on the provided Invitation for Bid "Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink, and must be signed in ink by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.** Bid responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container, which should have the enclosed address label affixed and bearing the bid number.
- b. **CERTIFICATIONS, LICENSES AND PERMITS**: Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Occupational License for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder should include the current occupational license issued to the bidder in the response. It is the responsibility of the successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

c. **SBE BID DOCUMENT LANGUAGE**

Item 1 - Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods and services to the County. To that end, the Board of County Commissioners established Ordinance No. 2002-064, which sets forth the County's requirements for the SBE program, and are incorporated in this solicitation. Compliance with the requirements contained in this section shall result in a bidder being deemed responsive to SBE requirements. The provisions of this Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

Item 2 - SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations. This goal is a minimum, and no rounding shall be accepted.

Item 3 - Ranking of Responsive Bidders

Bidders who meet the SBE goal shall be deemed to be responsive to the SBE requirement. When evaluating competitive bids of up to one million dollars (\$1,000,000) in which the apparent low bidder is determined to be non-responsive to the SBE requirement, the contract shall be awarded to the low bidder responsive to the SBE requirement, or, in the event there are no bidders responsive to the SBE requirement, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, as long as the bid does not exceed the low bid amount by ten percent (10%).

In cases where the low bid exceeds one million dollars (\$1,000,000), the contract shall be awarded to the low bidder responsive to the SBE requirements, or, in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of seven percent (7%) participation, provided that such bid does not exceed the low bid otherwise responsive to the bid requirements by more than one hundred thousand dollars (\$100,000) plus three percent (3%) of the total bid in excess of one million dollars (\$1,000,000).

Item 4 - Bid Submission Documentation

SBE bidders, bidding as prime contractors, are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime bidders own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce. Bidders are required to submit with their bid the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Prime Subcontractors

This list shall contain the names of all SBE and M/WBE subcontractors intended to be used in performance of the contract, if awarded. The type of work to be performed by each subcontractor and the dollar value or percentage shall also be specified. This schedule shall also be used if an SBE prime bidder is utilizing ANY subcontractors.

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

One Schedule 2 for each SBE and M/WBE Subcontractor listed on Schedule 1 shall be completed and executed by the proposed SBE and M/WBE Subcontractor. Additional copies may be made as needed.

Item 5 - SBE Certification

Only those firms certified by Palm Beach County at the time of bid opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO SIXTY (60) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed SBE; therefore, it is recommended that bidders contact the OSBA at (561) 616-6840 to verify certification.

Item 6 - Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

6.1 Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the County or the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.

6.2 The total dollar value of a contract with an eligible SBE may be counted toward the goal.

6.3 The County may count toward its SBE goals the total value of a contract awarded to an eligible SBE firm that subsequently is decertified or whose certification has expired after a contract award date or during the performance of the contract.

6.4 The County or Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.

6.5 The County or Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

6.6 The County or Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters the goods before resale).

6.7 The County or Prime may count sixty percent (60%) of its expenditure to SBE suppliers that are not manufacturers.

6.8 The County or Prime may count toward its SBE goal second and third tiered SBE subcontractors, provided that the Prime identifies the SBE subcontractors as second and third tier subs in their bid submittal.

Item 7 - Responsibilities After Contract Award

All bidders hereby assure that they shall meet the SBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 & 2 and at the dollar values specified. Bidders agree to provide any additional information requested by the County to substantiate participation.

The successful bidder shall submit an SBE-M/WBE Activity Form (Schedule 3) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

Item 8 - SBE Substitutions

After contract award, the successful bidder shall only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBEs in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the Department issuing the bid and the OSBA.

Note: Where there is a conflict between the Local Preference Ordinance and the SBE Ordinance, the SBE Ordinance shall prevail.

- d. **LOCAL PREFERENCE:** In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to bidders who have a permanent place of business in Palm Beach County and who hold a valid occupational license issued by the County that authorizes the bidder to provide the goods or services to be purchased. Local preference means that if the lowest responsive, responsible bidder is a regional or non-local business, then all bids received from responsive, responsible local bidders are decreased by 5%. The original bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. To receive a local preference, a bidder must have a permanent place of business in existence prior to the County's issuance of this Notice of Solicitation/Invitation for Bid. Prior to the County's issuance means the date that the Notice of Solicitation/Invitation for Bid was advertised in the Palm

Beach Post. A permanent place of business means that the bidder's headquarters is located in Palm Beach County; or, the bidder has a permanent office or other site in Palm Beach County where the bidder will produce a substantial portion of the goods or services to be purchased. A valid occupational license issued by the Palm Beach County Tax Collector shall be used to verify that the bidder had a permanent place of business prior to the issuance of this Notice of Solicitation/Invitation for Bid. A Palm Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder shall include the current occupational license issued to the bidder in the response. Please note that the bid submitted to Palm Beach County must be from an address located within Palm Beach County in order for local preference to apply. The bidder must submit the attached "Certification of Business Location" along with a copy of the bidder's occupational license at the time of bid submission. Failure to submit this information shall cause the bidder to not receive a local preference. Palm Beach County may require a bidder to provide additional information for clarification purposes at any time prior to the award of the contract.

e. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with Florida Statute (Section 287.087) attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by Palm Beach County.

f. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.

g. **PRICING:**

- (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
- (2) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening or other time stated in special conditions.
- (3) In the event of mathematical error(s), the unit price shall prevail and the bidder's total offer shall be corrected accordingly. **BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.**
- (4) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for

bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.

h. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."

i. **ACCEPTANCE/REJECTION OF BIDS:** Palm Beach County reserves the right to accept or to reject any or all bids. Palm Beach County also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by the County or other governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform.

Palm Beach County reserves the right to reject any offer or bid if the prices for any line items or subline items are materially unbalanced. An offer is materially unbalanced if it is mathematically unbalanced, and if there is reason to believe that the offer would not result in the lowest overall cost to the County, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Director, citing the basis for the determination.

j. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.

- k. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** Palm Beach County encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- l. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to Palm Beach County throughout the emergency/disaster at the terms, conditions, and prices as provided in this solicitation, and with a priority above, a preference over, sales to the private sector. Bidder shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority/preference during an emergency/disaster shall constitute breach of contract and make the bidder subject to sanctions from further business with the County.
4. **BID OPENING/AWARD OF BID**
- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid arrives in the Purchasing Department prior to the published bid opening time. Any bid delivered after the precise time of bid opening shall not be considered, and shall be returned to the bidder unopened if bidder identification is possible without opening. Bid responses by telephone, telegram, or facsimile shall not be accepted. Bidders shall not be allowed to modify their bids after the published bid opening time.
- b. **POSTING OF AWARD RECOMMENDATION:** Recommended awards shall be publicly posted for review, at the Purchasing Department prior to final approval, and shall remain posted for a period of five (5) business days. Bidders desiring a copy of the bid posting summary may request same by enclosing a self-addressed, stamped envelope with their bid. (NOTE: As a service to bidders, the County provides an unofficial list of award postings on our web site at www.pbcgov.com/pur and on our bid hotline, telephone 561-795-8080. These listings are updated weekly, normally on Friday. If any discrepancy between these listings and the official posting in the Purchasing Department, the latter shall prevail.)
- c. **PROTEST PROCEDURE:** Protest procedures are provided in the Palm Beach County Purchasing Code. Protests must be in writing, addressed to the Director of Purchasing, identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within five (5) business days of the posting date of the recommended award. The protest is considered filed when it is received by the Purchasing Department. Failure to file protest as outlined in the Palm Beach County Purchasing Code shall constitute a waiver of proceedings under the referenced County Code.
5. **CONTRACT ADMINISTRATION**
- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.
- Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.
- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are successful bidders authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.
- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the successful bidder may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The successful bidder shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.
- e. **DEFAULT:** The County may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, and does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after

receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the successful bidder, the County may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination becomes effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

THIS IS THE END OF "GENERAL CONDITIONS."

SPECIAL CONDITIONS

6. GENERAL/SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

7. PRE-BID CONFERENCE (NON-MANDATORY)

All interested parties are invited to attend a pre-bid conference which is scheduled to be held at Palm Beach County Purchasing Department, 50 S. Military Trail, Suite 109, West Palm Beach, FL on June 8, 2004 commencing at 9:00 a.m.

At this time, the County's representative will be available to answer questions relative to this Invitation for Bid (IFB). Any suggested modifications may be presented in writing to, or discussed with the County's representative(s) as possible amendments to the Invitation for Bid. Changes to this Invitation for Bid may be made only by written amendment issued by the County Purchasing Department. Oral explanations or instructions given by any County representative are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that their bid is made without reliance on any oral representations made by the County.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least three days notice.

8. POST AWARD MEETING

Within five (5) days after receipt of notification of award of bid, successful bidder shall meet with Parks & Recreation representative(s) to discuss job procedures and scheduling.

The successful bidder shall contact Greg Atkinson at (561) 963-6736 to arrange meeting.

9. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. **Information submitted with a previous bid shall not satisfy this provision.**

- A. List a minimum of four (4) references in which similar services (2 references for tree trimming and tree pruning with encumbrances; and 2 references for tree trimming and tree pruning which are free of encumbrances) have been provided within the past three (3) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement.
- B. **LOT #2 only:** The bidder must provide a copy of a current license that shows a principal in the firm or an employee holds the following:
 1. ISA Certified Arborist - successful bidder shall have on staff an employee who holds this license at all times during the term of this contract.

10. AWARD (LOT-BY-LOT)

Palm Beach County shall award this bid to the lowest, responsive, responsible bidder on a lot-by-lot basis based on the Total Factored Rate. The County reserves the right to reject bids which would result in an award which is financially disadvantageous to the County. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity.

11. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

12. TIME FOR COMPLETION / DELIVERY

Bidder acknowledges and agrees that the time of completion/delivery is an essential condition of this contract.

By submitting a bid response, bidder, if awarded contract, agrees to begin work not later than two (2) business days after notification, and to prosecute the work uninterrupted in such a manner, with sufficient labor, equipment and/or materials so as to ensure its completion within agreed upon time frames.

13. ESTIMATED EXPENDITURES

The anticipated term of the contract to be awarded as a result of this bid is for twelve (12) months. The anticipated value during the contract term is \$ 370,000. Palm Beach County reserves the right to increase or decrease the anticipated value as necessary to meet actual requirements, and to rebid for the contracted goods and services at any time after the anticipated value of this contract has been reached, notwithstanding that the anticipated term has not been completed.

14. RENEWAL OPTION

The successful bidder shall be awarded a contract for 12 months with the option to renew for two (2) additional 12 month period(s). The option for renewal shall only be exercised upon mutual written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal shall be subject to the appropriation of funds by the Board of County Commissioners.

15. WORK SITE SAFETY/SECURITY

The successful bidder shall at all times guard against damage or loss to the property of Palm Beach County, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure that all County, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, successful bidder shall provide for the prompt removal of all debris from Palm Beach County property. Palm Beach County may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

16. INSURANCE REQUIRED

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to Palm Beach County Purchasing Department, Attention Insurance/Buyer Assistant, 50 South Military Trail, Suite 110, West Palm Beach, Florida 33415:

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with Florida Statute Chapter 440.

Business Auto Liability Insurance. Successful bidder shall maintain Business Auto Liability Insurance at a limit of liability not less than \$500,000 Combined Single Limit Each Accident for all owned, non-owned, and hired automobiles. (In this context, the term "Autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads.) In the event successful bidder neither owns nor leases automobiles, the Business Auto Liability requirement shall be amended allowing successful bidder to maintain only Hired & Non-Owned auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

(WHEN APPLICABLE: A Garage Liability Policy shall be considered a similar form in satisfying the Commercial General Liability insurance requirements. Garagekeeper's Legal Liability shall have minimum limits of \$100,000 per occurrence against Comprehensive and Collision/Upset causes of loss. When a per vehicle sub limit applies, the minimum sub limit shall be \$50,000 per vehicle. An "on-hook" endorsement, or similar coverage, shall have a minimum limit of \$50,000 per vehicle providing physical damage legal liability for the same causes of loss above on any vehicle while in tow. Any per vehicle or per occurrence deductible shall be the contractor's responsibility.

(WHEN APPLICABLE: Professional Liability Insurance shall have minimum limits of \$500,000 Per Occurrence and \$500,000 Aggregate.)

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the County via the Insurance Company/Agent within a time frame specified by the County (normally within 2 working days of request).

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Palm Beach County as an Additional Insured.

Further, said Certificate(s) shall unequivocally provide thirty (30) days (except 10 days for non-payment) written notice to County prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must be acceptable to and approved by County as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respect to County.

**SPECIFICATIONS
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

SCOPE:

The sole purpose and intent of this Invitation for Bid is to establish a term contract for Tree Trimming and Pruning Services throughout Palm Beach County. This contract may be used by multiple County departments.

GENERAL:

Contractor shall provide all supervision, labor, tools, equipment and trucks to complete all services.

Contractor shall perform services in accordance with the American National Standards Institute (ANSI300.2001). Any fees or fines resulting from violations due to the performance of the Contractor will be the sole responsibility of the Contractor.

Contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area.

Blocking of public streets shall not be permitted unless prior arrangements have been made with the City and/or County and coordinated with the appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with State, County and Local highway construction codes.

The Contractor shall be responsible for contacting the appropriate utility for location of any buried or serial utilities in the work area which could be damaged by Contractor's operation.

CLEANUP:

Contractor shall leave the areas in a condition equal to that which existed prior to the commencement of all forestry operations.

It shall be the responsibility of the Contractor to remove and dispose of, in a proper and acceptable manner to Palm Beach County, all logs, brush, and other debris resulting from the tree maintenance operations.

SERVICE UNIT:

This service is to be bid on an hourly basis only. Minimally, every service will require the use of personnel and equipment as specified below.

The Contractor shall provide an hourly rate for all expenses incurred with regard to labor and equipment including but not limited to aerial equipment, trucks, chipping equipment, power and all hand tools as specified below:

- I. Crew/Personnel - Crew/personnel shall minimally include but not be limited to the following:
 - A. One (1) Foreman (working) who shall provide supervision of the work force and shall have the responsibility for all work performed by the Contractor.
 - B. Two (2) Climbers/Trimmers who have skills necessary for working in trees from an aerial lift/tower or by the use of ropes, saddles and other hand climbing equipment.

All personnel must be proficient in operating all other mechanical equipment applicable to providing this service.

The climber/trimmers shall also have the ability to alternate as groundsperson including skills in ground operations such as loading trucks, cutting limbs on the ground, operating a chipper, etc.

**SPECIFICATIONS
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

II. Equipment shall include but not be limited to the following:

- A. Chipper and truck
- B. Aerial Truck
- C. All hand tools (i.e., saws, rakes, shovels, ropes, buckets, etc.).

SCHEDULE OF WORK:

All work shall be scheduled during the County's normal business hours, Monday through Friday, 8:30 a.m. to 5:00 p.m. Hourly rate shall start upon commencement of work at the designated job site and terminate upon departure from job site. No additional compensation for travel, mobilization, demobilization, fuel, or other incidental expenses will be paid by Palm Beach County.

Contractor shall, upon notification by Palm Beach County's Department Representative, visually inspect site(s) where services have been requested.

Contractor shall, upon inspection of site(s), submit in writing, to the County Department Representative, an itemized breakdown of the total price of services.

PERSONNEL:

Contractor shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

Personnel must be able to supply proper identification at all times.

UNENCUMBERED/ENCUMBERED TREES:

Trees will be **classified as being encumbered** when located near any overhead and/or underground utilities, located within or near protected plant species, manmade structures or located in a remote area not accessible by wheeled machinery. The Contractor shall be responsible for contacting the appropriate utilities for location of any buried or aerial utilities in the work area which could be damaged by Contractor's operation.

Trees that are located at such distance (across the street, etc.) from an encumbrance so that by topping the tree it will safely clear the encumbrance, will be **classified as being unencumbered** (as determined by the County Department Representative).

**BID RESPONSE
 BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
 TERM CONTRACT**

LOT #1 - TREE TRIMMING & PRUNING SERVICES
(without ISA Certified Arborist)

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>		<u>TOTAL FACTORED RATE</u>
1.	<u>UNENCUMBERED:</u> Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .75	=	\$ _____
2.	<u>ENCUMBERED:</u> Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .15	=	\$ _____
3.	<u>FLAGMAN:</u> Flagman for traffic control to be used at the County's discretion and approval	\$ _____	X .10	=	\$ _____

TOTAL FACTORED RATE LOT #1: \$ _____

LOT #2 - TREE TRIMMING & PRUNING SERVICES
**(with ISA Certified Arborist, in accordance with
 Term & Condition #7.B)**

		<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>		<u>TOTAL FACTORED RATE</u>
1.	<u>UNENCUMBERED:</u> Tree trimming and pruning services, regular hourly rate for unencumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .70	=	\$ _____
2.	<u>ENCUMBERED:</u> Tree trimming and pruning services, regular hourly rate for encumbered trees to include equipment and personnel in accordance with specifications as described in Service Unit, I. A & B and II. A, B & C.	\$ _____	X .25	=	\$ _____

Continued....

FIRM NAME: _____

**BID RESPONSE
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

LOT #2 - TREE TRIMMING & PRUNING SERVICES (Continued)
(with ISA Certified Arborist)

	<u>HOURLY RATE</u>	<u>WEIGHT FACTOR</u>	<u>TOTAL FACTORED RATE</u>
3. FLAGMAN: Flagman for traffic control to be used at the County's discretion and approval	\$ _____	X .05 =	\$ _____

TOTAL FACTORED RATE LOT #2: \$ _____

Is Qualification of Bidders information included, per Term and Condition # 9 ? YES _____ < Initial

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
* SIGNATURE: _____	PRINT NAME: PRINT TITLE:	
ADDRESS: _____		
CITY / STATE: _____		ZIP CODE: _____
TELEPHONE # ()	E-MAIL:	
TOLL FREE # ()	FAX #: ()	
APPLICABLE LICENSE(S) NUMBER # _____ TYPE: _____		
FEDERAL ID # _____		

**STATEMENT OF NO BID
BID #04-123/CC**

**TREE TRIMMING & PRUNING SERVICES,
TERM CONTRACT**

If you are not bidding on this service/commodity, please complete and return this form to: Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the County of Palm Beach.

COMPANY NAME: _____
 ADDRESS: _____
 TELEPHONE: _____
 SIGNATURE: _____
 DATE: _____

WE, the undersigned have declined to bid on your Bid No. _____ for _____
 (Service/Commodity)

because of the following reason(s):

- _____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)
- _____ Insufficient time to respond to the Invitation for Bid
- _____ We do not offer this product or an equivalent
- _____ Our product schedule would not permit us to perform
- _____ Unable to meet specifications
- _____ Unable to meet bond requirements
- _____ Specifications unclear (explain below)
- _____ Other (specify below)

REMARKS: _____

Bid #: 04-123/CC**Certification of Business Location**

In accordance with the Palm Beach County Local Preference Ordinance, a preference shall be given to those bidders who have a permanent place of business in Palm Beach County ("County") and who hold a valid occupational license issued by the County that authorizes the bidder to provide the goods or services to be purchased. To receive a local preference, an interested bidder must have a permanent place of business in existence prior to the County's issuance of an invitation for bid. A valid occupational license issued by the County Tax Collector shall be used to verify that the bidder had a permanent place of business prior to the issuance of the invitation for bid. A Palm Beach County Occupational license is required unless specifically exempted by law. In lieu of a Palm Beach County occupational license, the bidder shall include the current occupational license issued to the bidder in the response. The bidder must submit this Certification of Business Location along with the required occupational license at the time of bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification shall cause the bidder to not receive a local preference. Please note that the bid submitted by the bidder to the County must be from an address located within Palm Beach County in order for local preference to apply.

I. Bidder is a:

 Non-Local Business A non-local business is one that does not have a permanent place of business in Palm Beach, Martin, Broward, or Miami-Dade County.

 Regional Business A regional business is one that has a permanent place of business in Martin, Broward, or Miami-Dade County.

(Please indicate):

 Martin County Broward County Miami - Dade County

 Local Business A local business has a permanent place of business in Palm Beach County
(Please indicate):

 Headquarters located in Palm Beach County

 Permanent office or other site located in Palm Beach County
from which a vendor will produce a substantial portion of the goods or
services to be purchased

****A post office box or location at a postal service center is not acceptable.**

II. The attached copy of bidder's Palm Beach County Occupational License verifies bidder's permanent place of business in Palm Beach County

THIS CERTIFICATION is submitted by _____, as
(Name of Individual)

_____, of _____
(Title/Position) (Firm Name of Bidder)

who hereby certifies that the information stated above is true and correct, that the bidder has a permanent place of business in Palm Beach County, and that the attached Palm Beach County Occupational License is a true and correct copy of the original. Further, it is hereby acknowledged that any misrepresentation by the bidder on this Certification is considered an unethical business practice and is grounds for sanctions against future County business with the bidder.

(Signature)_____
(Date)

DRUG-FREE WORKPLACE CERTIFICATION**BID #04-123/CC**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087; provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE SUBCONTRACTORS

BID NAME: _____ BID NO. _____

NAME OF PRIME BIDDER: _____ ADDRESS _____

CONTACT PERSON: _____ PHONE NO. _____ FAX NO. _____

BID OPENING DATE: _____ DEPARTMENT: _____

PLEASE IDENTIFY ALL APPLICABLE CATEGORIES OF SUBCONTRACTORS

Name, Address and Phone Number	(Check one or both Categories)		Subcontract Amount			
	Minority Business	Small Business	Black	Hispanic	Women	Caucasian Other (Please Specify)
1	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____
2	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____
3	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____
4	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____
5	<input type="checkbox"/>	<input type="checkbox"/>	\$ _____	\$ _____	\$ _____	\$ _____
(Please use additional sheets if necessary)			Total	\$ _____	\$ _____	\$ _____

Total Bid Price \$ _____

Total Value of SBE Participation \$ _____

NOTE: 1. The amounts listed on this form must be supported by the Subcontractors prices included on Schedule 2 in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

SCHEDULE 2

LETTER OF INTENT TO PERFORM AS AN SBE OR M/WBE SUBCONTRACTOR

BID NO. _____ BID NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a(n) - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____

Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project
(Specify in detail, particular work items or parts thereof to be performed):

Line Item No.	Item Description	Qty/Units	Unit Price	Total Price
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

at the following price \$ _____

(Subcontractor's quote)

and shall enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated: \$ _____.

The undersigned subcontractor understands that the provision of this form to prime bidder does not prevent subcontractor from providing quotations to other bidders

(Print name of SBE-M/WBE Subcontractor)By: _____
(Signature)_____
(Print name/title of person executing on behalf
of SBE-M/WBE Subcontractor)

Date: _____

SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ BID# _____

BID NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

SBE-M/WBE SUBCONTRACTING INFORMATION					SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Subcontract Amount	Amount drawn for SBE-M/WBE Subcontractor	Amount Paid to Date	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Caucasian	Women	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____
(Signature and Title)

Return to:
Office of Small Business Assistance
50 S. Military Trail, Suite 209
West Palm Beach, FL 33415
Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount in each section. The dollar amount will not be counted twice.

SCHEDULE 4
SBE-M/WBE PAYMENT CERTIFICATION

This is to certify that _____ received
SBE or M/WBE Subcontractor

(Monthly) or (Final) payment of \$ _____ on _____
from _____ for labor and/or materials used on BID NO. _____
(Prime Contractor)

BID NAME: _____ BID #: _____

PRIME CONTRACTOR: _____

SBE OR M/WBE SUBCONTRACTOR: _____
(Company Name)

BY: _____ BY: _____
(Signature of Prime Contractor) (Signature of Subcontractor)

(Print Name & Title of Person Executing on behalf of Contractor)

(Print Name & Title of Person Executing on behalf of Subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

by _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR
Produced Identification _____ Type of Identification Produced _____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

by: _____

Notary Public, State of Florida

Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR
Produced Identification _____ Type of Identification Produced _____

DUE: To be submitted with Pay Request, immediately following any payment to the SBE-M/WBE from the Prime Contractor.

TAB 6

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. *Tab 6*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> APPROVAL OF ITEM

<input type="checkbox"/> | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Hurricane debris pick up and removal contract.

RECOMMENDED MOTION/ACTION: Motion to authorize the Mayor to execute the contract for the 2007 hurricane season.

Approved by Town Manager

W. Davis

Date:

7/3/07

Joseph S. Kroll / Public Works Director
Name/Title

6-25-2007
Date of Actual Submittal

Originating Department: Public Works	Costs: \$ Funding Source: Non-Departmental Emergency Contingency Acct. # 900-99901	Attachments:
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <i>7/5/07</i> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <input checked="" type="checkbox"/> X _____: Please initial one.

Summary Explanation/Background:

Attached

MEMORANDUM

TO: Mayor and Commission
FROM: Joseph S. Kroll, Public Works Director
DATE: June 9, 2007
RE: Hurricane debris pick up and removal contract

.....

It is necessary for Public Works during emergency events such as hurricanes and flooding to utilize outside contractors. If you recall the past three storms Public Works was able to clean up the Town and have all of the debris removed in a quick and efficient manner. This was due to contract help that we had acquired.

This method of standby is a standard in the industry, allowing for less wear and tear of Town equipment and employees; it doubles our ability to remove and pick up debris more quickly.

The contractor has been with the Town the past two seasons and has agreed to hold last years price of \$11.00 per cubic yard.

Staff recommends RKC Land Development, Inc. for the 2007 hurricane debris removal contract renewal.

JSK/kaa
misc.commissionrkcecontract

RKC LAND DEVELOPMENT, INC
13756 79th Court N
West Palm Beach, FL 33412
Outside Palm Beach County: 1-877-791-7866
rkclanddevelop@bellsouth.net
Phone: (561) 791-7866
Fax: (561) 791-9219
Proposal

To: Town of Lake Park	June 4, 2007
Fax: 881-3349 Office: 881-3345	VARIOUS LOCATIONS THROUGH OUT LAKE PARK
Attention: Joe Kroll	

Scope of Work:

RKC WILL:

- At various locations through out Lake Park for Hurricane Clean up & Debris removal for the upcoming 2007 Hurricane Season @.....\$11.00 per cubic yard.
- Additional optional work: REMOVAL OF STUMPS EXTRA TO THE ABOVE PRICE.

Unless otherwise stated, price quoted is based upon one move-in & one set up of equipment only. RKC defines clearing and grubbing as taking down all trees, stumps and root raking entire site 6" in depth. If there is any grass onsite, this will be part of the stripping, not clearing and grubbing. There will be small wood debris left behind that cannot be picked up with the root rake. RKC will not be responsible for any removal of vegetation that is contaminated with any concrete, steel, dirt or anything other than combustible vegetation. RKC will leave 6" of mulch on the ground in stockpile areas to keep machinery from loading dirty mulch. RKC is not responsible for the last 6" of mulch left on the ground and this will be considered strippings. RKC will not be responsible for railroad ties or telephone poles. The presence of utilities or structures that interfere with the movement of RKC'S equipment will require an additional amount to be added to this quote. RKC will not be responsible for damage to fences or other structures that are surrounded by trees that are to be removed. RKC will not be responsible for any material underground. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order and will be an extra charge above this estimate. Temporary work stoppage: Should a situation arise wherein, through no fault of his own, RKC is unable to perform the work set forth as above, RKC shall then reschedule the completion of the work at its next available time and levy reasonable remobilization charges. RKC will carry liability insurance. RKC can not be held responsible for unforeseen situations such as muck beneath the earth, weather, etc. This proposal is valid for thirty (30) days.

Terms and conditions to be performed by client:

CONTRACTOR/OWNER IS RESPONSIBLE FOR ALL PERMITS.

Owner of property will carry liability insurance to cover damage to property not related to RKC Land Development, Inc.'s operation. In the event that Client's failure to perform his terms of the contract results in additional costs to RKC Land Development, Inc's said cost will be passed on to Client. Should said failure result in RKC Land Development, Inc's equipment sitting idle for more than 0 hour(s) RKC Land Development Inc's ___ option, reserves the right to remove its equipment from the site with no guaranteed time of re entry. All agreements are contingent upon strikes, accidents or delays beyond RKC Land Development Inc's control.

Bid Amount: NO RETAINAGE TO BE WITHHELD

Method of payment: net (30) thirty days. Pmt Date:

Interest shall accrue on all overdue accounts at the rate of 18% per annum. In the event of non-payment of amounts owed under this contract (with Palm Beach County Venue) client agrees to pay reasonable fees for its collection

Proposal Submitted by: **RKC LAND DEVELOPMENT, INC.**

PROJECT; UPCOMING HURRICANE SEASON 2007

Accepted By: _____

Contractor: _____

Robert K. Carter

Accepted by: _____

Date: _____

Date: _____

June 6, 2007

RESOLUTION NO. 52-07-07

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE
MAYOR TO EXECUTE A DEBRIS REMOVAL
CONTRACT FOR THE 2007 HURRICANE SEASON
BETWEEN THE TOWN OF LAKE PARK AND RKC LAND
DEVELOPMENT, INC.; AND PROVIDING AN EFFECTIVE
DATE**

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town and RKC Land Development, Inc. ("Contractor") have agreed to Debris removal within the Town limits for the up coming Hurricane season; Starting June 1, 2007 thru November 30, 2007 for a cost of \$ 11.00 per cubic yard.

WHEREAS, the Town Commission has determined that it is in the best interest of the health, safety and general welfare of the Town and its citizens to enter into a Contract with RKC Land Development, Inc..

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK:**

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

That Mayor is hereby authorized and directed to execute the contract for Hurricane debris removal with RKC Land development Inc.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

TAB 7

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **July 18, 2007**

Agenda Item No. *Tab 7*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Amendment to a financial assistance agreement with the county that provides for grant funds to design Park Avenue. The amendment is to extend the expiration date of the grant by one year until June 30, 2008

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager

W. Davis

Date:

7/3/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Grant extension
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	
Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.		

Summary Explanation/Background: This is an amendment to the Financial Assistance Agreement (R2006-1226) between the County and the Town that awarded the Town \$160,000 in financial assistance to do a planned design of Park Avenue from Seventh Street to Federal Highway. The agreement expired June 30, 2007. The design work was not completed by the expiration date and the funds were not fully expended. The Town requested that the expiration of the agreement be extended for one year. The County has agreed to extend and the paperwork has been prepared. The request before the Commission is to have the Mayor sign the extension.



**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

June 26, 2007

Patrick Sullivan, Director of Community Development
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

**RE: Amendment To The Financial Assistance Agreement (R2006-1226)
with the Town of Lake Park for Beautification Design of Park Avenue
from Seventh Street to Federal Highway.**

Dear Mr. Sullivan:

Enclosed are two originals of the Amendment to Financial Assistance Agreement for the subject location. This Amended Agreement revises the original to extend the deadline for the project until June 30, 2008. Please have both originals executed by the Town Council and then return both originals so this item can go before the County Commission for final execution.

After the Amendment has been approved by the County Commission, one fully-executed original will be returned to you for the Town's records.

Your efforts to enhance the quality of life in Palm Beach County are appreciated. If you have any questions, please contact me or Gary Gregory at 684-4100.

Sincerely,

OFFICE OF THE COUNTY ENGINEER

Andrew S. Hertel, AICP
Manager – Streetscape Section

ASH:GCG:

Attachments: Two originals of the Revised Agreement

pc: Trish Weaver – Commissioner Marcus' Office
Steve Carrier, P.E. – Assistant County Engineer

File: Municipalities – Town of Lake Park
2007 District 1

F:\Median\GCG\AGR 2006\TOWN OF LAKE PARK\AGR LTR AMD TOWN OF LAKE PARK.DOC

*"An Equal Opportunity
Affirmative Action Employer"*



printed on recycled paper

**AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT R2006-1226 DATED
JULY 11, 2006 FOR THE TOWN OF LAKE PARK
PARK AVENUE ENGINEERING AND BEAUTIFICATION DESIGN**

THIS AMENDMENT is made to the Financial Assistance Agreement (R2006-1226) dated July 11, 2006, by and between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida, hereinafter "TOWN", and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, on July 11, 2006, TOWN and COUNTY entered into a financial assistance agreement (R2006-1226) providing for reimbursement funding of the cost of TOWN's planned DESIGN of Park Avenue from Seventh Street to Federal Highway, in an amount not to exceed ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00); and

WHEREAS, R2006-1226 provided for a completion date of June 30, 2007; and

WHEREAS, the completion date of the DESIGN has been delayed due to TOWN staff turnover; and

WHEREAS, COUNTY and TOWN desire that this amendment shall relate back to July 11, 2006, and the Contract continued without interruption nor lapse and its term extended for an additional twelve (12) month period.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

- 1. The Financial Assistance Agreement dated July 11, 2006, by and between TOWN and COUNTY shall be continued, without interruption nor lapse in its term or effect, for an additional twelve (12) month period commencing on June 30, 2007, and expiring June 30, 2008. Accordingly, the Agreement is hereby amended to revise paragraph 8 as follows:**

**AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE TOWN OF LAKE PARK FOR PARK
AVENUE ENGINEERING AND BEAUTIFICATION DESIGN**

1
2 8. All DESIGN shall be completed and final invoices
3 submitted to COUNTY no later than June 30, 2008, and COUNTY
4 shall have no obligation to TOWN or any other entity or person
5 for any cost incurred thereafter unless the time for completion is
6 extended by modification of this Agreement as provided herein.

7 2. It is the intent of the parties hereto that this AMENDMENT shall
8 not become binding until the date executed by the Board of County
9 Commissioners of Palm Beach County.

10 3. All other provisions of the Financial Assistance Agreement dated
11 July 11, 2006, shall remain in full force and effect.

12
13
14
15
16
17 (INTENTIONALLY LEFT BLANK)

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE TOWN OF LAKE PARK FOR PARK
AVENUE ENGINEERING AND BEAUTIFICATION DESIGN

IN WITNESS WHEREOF, the parties have executed this Agreement and it is
effective on the day first above written.

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

TOWN OF LAKE PARK,
BY ITS TOWN COUNCIL

By: _____
ADDIE L. GREEN, CHAIRPERSON

By: _____
MAYOR

(COUNTY SEAL)

(TOWN SEAL)

ATTEST:

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
TOWN CLERK

By: _____
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
ASSISTANT COUNTY ATTORNEY

By: _____
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
TOWN ATTORNEY

By: _____
APPROVED AS TO TERMS AND
CONDITIONS

TAB 8

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. *Tab 8*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> APPROVAL OF ITEM

<input type="checkbox"/> | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input checked="" type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Elevator Reconditioning at Town Hall.

RECOMMENDED MOTION/ACTION: Motion to authorize the Mayor to execute a contract with Thyssenkrupp Elevator Corporation.

Approved by Town Manager

[Signature]

Date:

7/10/07

Joseph S. Kroll – Public Works Director
 Name/Title

7-9-07

Date of Actual Submittal


Originating Department:	Costs: \$62,780.00 Funding Source: Facilities Acct. # 408-64100	Attachments: Contract attached
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <i>[Signature]</i> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case N/A: Please initial one.

Summary Explanation/Background:

Attached

MEMORANDUM

TO: Mayor and Town Commission
FROM: Joseph S. Kroll, Public Works Director
DATE: July 18, 2007
RE: Town Hall Elevator



.....

The elevator at Town Hall is in need of being overhauled. Even though it has been on a regular preventative maintenance schedule (PM) it is now necessary to replace the antiquated equipment.

We have a maintenance contract with Thyssenkrupp Elevator Corporation who is a sole source company and they have submitted a proposal for the upgrade.

Staff recommends award to Thyssenkrupp Elevator Corporation in the amount of \$62,780.00.

JSK/kaa
attachment
misc.commission thyssenkrupp

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PART 1 - GENERAL

- 1.01 This proposal dated June 22, 2007 covers the modernization of one (1) hydraulic elevator at the Lake Park Town Hall, Lake Park, FL. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.
- 1.02 All work will be performed in accordance with the latest revised edition of the American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ANSI A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.
- 1.03 **DRAWINGS:** ThyssenKrupp Elevator Corporation will prepare drawings showing the general arrangement of the elevator equipment.
- 1.04 **PERMITS, TAXES AND LICENSES:** All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid for by ThyssenKrupp Elevator Corporation.
- 1.05 **STORAGE:** A dry and protected area, within the building, conveniently located to the elevator hoistways, will be assigned to ThyssenKrupp Elevator Corporation without cost, for storage of his material and tools.
- 1.06 **WARRANTY:** ThyssenKrupp Elevator Corporation will warrant the equipment installed under this specification against defects in materials and workmanship and will correct any defects not due to ordinary wear or tear or improper use or care which may develop for a period of twelve (12) months following the completion and acceptance of each elevator covered by this specification.
- 1.07 **WIRING DIAGRAMS:** Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Owner.
- 1.08 **Keys:** Two (2) keys for each key switch specified will be furnished to the Owner.

PART 2 - DESCRIPTION OF EQUIPMENT:

QUANTITY: ONE HYDRAULIC PASSENGER

CONTROL: NEW MICROPROCESSOR BASED CONTROLLER

CAPACITY: 2000 LBS.

SPEED: 75 F.P.M.

OPERATION: MICROPROCESSOR BASED SINGLE CAR SELECTIVE COLLECTIVE

CAR SIZE: PLATFORM:	REUSE EXISTING
CLEAR INSIDE:	REUSE EXISTING
TRAVEL:	25 FT. APPROXIMATELY
POWER SUPPLY:	EXISTING
POWER UNIT:	REPLACE WITH HYDRAULIC POWER UNIT
STOPS:	FIVE STOPS
OPENINGS:	THREE FRONT / TWO REAR OPENINGS
HOISTWAY ENTRANCES:	REUSE EXISTING HOISTWAY DOOR PANELS AND JAMBS.
DOOR OPERATION:	PROVIDE NEW D.C. POWER OPERATED DOOR OPERATOR
CAR ENCLOSURE:	REUSE EXISTING
SIGNALS:	NEW CAR OPERATING PANELS WITH ALL ADA, FIRE SERVICE AND CODE REQUIRED FEATURES. NEW SURFACE MOUNTED HALL STATIONS.

PART 3 - MODERNIZATION EQUIPMENT FEATURES

3.01 POWER UNIT (Oil Pumping and Control Mechanism): A self-contained unit consisting of the following items:

- 3.01.1 Oil reservoir with tank cover and controller compartment with cover.
- 3.01.2 An oil hydraulic pump.
- 3.01.3 An electric motor.
- 3.01.4 Oil control unit with the following components built into a single housing; high pressure relief valve, check valve, automatic unloading up start valve, lowering and leveling valve, and magnetic controller.
 - A) Pump: Positive displacement type pump specifically manufactured for oil-hydraulic elevator service. Pump shall be designed for steady discharge with minimum pulsation to give smooth and quiet operation. Output of pump shall not vary more than 10 percent between no load and full load on the elevator car.
 - B) Drive: Drive shall be direct coupling with the pump and motor submerged in the oil reservoir or by multiple V-belts and sheaves of number and size to insure maximum factor of safety. Drive type shall be determined based primarily on the load on the car, travel, and speed.
 - C) Motor: Standard manufacture motor specifically designed for oil-hydraulic elevator service. Duty rating shall comply with specified speeds and loads.
 - D) Oil Control Unit: The following components shall be built into a single housing. Welded manifolds with separate valves to accomplish each function are not acceptable. Adjustments shall be accessible and be made without removing the assembly from the oil line.
 - 1. Relief valve shall be externally adjustable and be capable of bypassing the total oil flow without increasing back pressure more than 10 percent above that required to barely open the valve.
 - 2. Up start and start valve shall be externally adjustable and designed to bypass oil flow during start and stop of motor pump assembly. Valve shall close slowly, gradually diverting oil to or from the jack unit, insuring

smooth up starts and up stops.

3. Check valve shall be designed to close quietly without permitting any perceptible reverse flow.
4. Lowering valve and leveling valve shall be externally adjustable for drop-away speed, lowering speed, leveling speed and stopping speed to insure smooth "down" starts and stops. The leveling valve shall be designed to level the car to the floor in the direction the car is traveling when slowdown is initiated.

3.01.5 Power controller shall contain electrical contactors, electro-mechanical switches and thermal overload relays. Mount components in a NEMA 1 enclosure. Logic control system shall be microprocessor based and protected from environment extremes and excessive vibrations.

3.01.6 Reduced Voltage Starting: Provide a solid state starter to limit current inrush during starting and to provide gradual acceleration of the motor. Motor starting shall not be initiated by mechanical contacts. Starter shall include a current limit adjustment range of 200 percent to 450 percent of the overload adjustment range. Provide an integral fault detection and diagnostic system.

3.02 **MICROPROCESSOR BASED CONTROLLER:** New non-proprietary state-of-the-art microprocessor-based programmable logic solid state controls will be provided with the following features:

- 3.02.1 Fire Service per national and local code requirements.
- 3.02.2 Two-way leveling.
- 3.02.3 All ADA compliant features.
- 3.02.4 Inspection operation.

3.03 **SELECTIVE COLLECTIVE OPERATION:** Control of the elevator will be automatic in operation by means of push buttons in the car numbered to correspond to floors served, for registered car stops by "up-down" push buttons at each intermediate landing and "call" push buttons at terminal landings. The momentary pressing of one or more buttons will dispatch the car to the designated landings in the order in which the landings are reached by the car, irrespective of the sequence in which the buttons are pressed. Each landing call will be cancelled when answered. When the car is traveling in the up direction, it will stop at all floors for which car buttons or "up" hall buttons have been pressed; it will not stop at floors for which "down" hall buttons have been pressed; it will not stop at floors when "down" buttons only have been pressed, unless the stop for that floor has been registered by a car button, or unless the down call is at the highest floor for which any buttons have been pressed. Likewise, the pressing of an "up" button when the car is traveling in the down direction will not stop the car unless the stop for that floor has been registered by a car button, or unless the up call is the lowest for which any button has been pressed. When the car has responded to its highest or lowest stop, and stops are registered for the opposite direction, its direction of travel will reverse automatically and it will then answer the calls registered for that direction. Should both up and down calls be registered at an intermediate floor, only the call corresponding to the direction in which the car is traveling will be cancelled upon the stopping of the car at the landing. An adjustable time delay shall be provided so that after the car has stopped in response to a hall button, the entering passenger may register his car button before the car will reverse to answer calls in the opposite direction.

3.04 **FIREMAN SERVICE AND OTHER STANDARD FEATURES:** The Fireman Service Operation and normal operating features are to be incorporated in accordance with the American National Standard Safety Code (ANSI A17.1).

3.05 **CAB ENCLOSURE:**

- 3.05.1 Walls: Retain existing.
- 3.05.2 Canopy: Retain existing.
- 3.05.3 Ceiling: Retain existing.
- 3.05.4 Cab Columns, Front, and Transom: Retain existing
- 3.05.5 Doors: Retain existing
- 3.05.6 Door Finish: Retain existing
- 3.05.7 Cab Sills: Retain existing.
- 3.05.8 Handrail: Retain existing.
- 3.05.9 Ventilation: Retain existing.

Lake Park Town Hall

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- 3.05.10 Protection Pads and Buttons: Not Applicable
- 3.05.11 Base: Retain existing
- 3.05.12 Finished Floor: By others

- 3.06 **DOOR OPERATION:** New direct current motor driven operators will be furnished and installed, designed to operate the car and hoistway doors simultaneously. Door movements will be electrically cushioned at both limits of travel. Doors will automatically open when the car arrives at a landing and will automatically close after an adjustable time interval or when the car is dispatched to another landing.

- 3.07 **DOOR PROTECTION DEVICE:** Door protection devices using 40 microprocessor controlled infra-red light beams will be provided. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed the doors shall immediately reopen.

- 3.08 **HOISTWAY ENTRANCES:** The existing hoistway door frames and door panels will be retained. The existing hoistway door tracks, hangers, and interlocks will be replaced.

- 3.09 **HOISTWAY BRAILLE:** New ADA compliant braille plates will be installed on the existing hoistway entrance frames.

- 3.10 **DOOR RESTRICTORS:** Door restricting devices will be provided in accordance with ANSI A17.1 Code - Rule 111.12.

- 3.11 **VARIABLE DOOR TIME:** The doors will remain open for an adjustable time for a stop in response to a car call and a second variable time for a stop in response to a hall call.

- 3.12 **CAR OPERATING PANELS:** The existing car operating panel will be replaced with a new panel accommodating all features provided by the new microprocessor based controls. The new car operating panel will be provided with traditional style push buttons, ADA compliant telephone, fire service signage, emergency lighting and braille. Monitoring of the ADA phone can be purchased through ThyssenKrupp Elevator Corporation but is not included in the price quoted.

- 3.13 **POSITION INDICATOR:** A new dot matrix car position indicator will be incorporated into the new car operating panel.

- 3.14 **FLOOR PASSING SIGNAL:** An ADA compliant audible signal will be provided to indicate to a passenger on the elevator car that the car is stopping or passing a floor.

- 3.15 **ALARM BELL:** An emergency alarm bell will be connected to a plainly marked pushbutton in the car operating panel and to the battery operated emergency car light device.

- 3.16 **LANDING BUTTONS:** New ThyssenKrupp Easy Riser surface mounted hall pushbutton fixtures will be installed. The new fixtures will be designed to incorporate the Appendix "H" requirements. The hall pushbutton fixture at the main fire service floor will include the fire service signage and key switch.

- 3.17 **CAR TRAVEL LANTERN:** The operation of the new lanterns will be engineered into the new microprocessor controls to comply with all ADA requirements.

- 3.18 **WIRING:** All hoistway, machine room and car wiring, including traveling cable will be replaced as necessary to fulfill the requirements of the new microprocessor controls. New duct and flexible connections necessary for the proper installation of the new control equipment will be provided as necessary.

- 3.19 **AUTOMATIC TERMINAL LIMITS:** New electric limit switches will be placed in the hatchway near the terminal landings and be designed to cut off the electric current and stop the car should it run beyond either terminal landing.

- 3.20 **BUFFERS:** Existing buffers will be reused.

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- 3.21 **CAR TOP INSPECTION STATION:** A new car top inspection station with an "emergency stop" switch and constant pressure "up-down" direction buttons will be installed. This station will make the normal operating devices inoperative and give the inspector complete control of the elevator.

PART 4 - MISCELLANEOUS WORK AND SCHEDULE:

- 4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.
- 4.02 The elevator will be out of service in the performance of the work as specified.
- 4.03 Prior to commencing work a work schedule will be submitted to the Owner.

PART 5 - TESTS:

- 5.01 **EMERGENCY FIRE SERVICE:** Perform Phase I and Phase II Fire Service tests to conform to applicable codes.
- 5.02 **TEST REPORTS:** Completed copies of test reports will be provided to the Owner.
- 5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Owner require these test to be performed outside the regular working hours, there would be an add to the quoted contract amount.

PART 6 - CLEAN UP AND INSPECTION:

- 6.01 **CLEAN UP:** ThyssenKrupp Elevator Corporation will remove all debris resulting from work on this contract. In addition we will remove from project site all equipment and unused or removed materials and restore building and premises to neat, clean appearance.
- 6.02 **INSPECTION:** All materials and workmanship will be subject to inspection or testing. The Owner will have the right to reject defective or inferior material or workmanship and require correction of such without addition cost to the Owner.

PART 7 - WORK NOT INCLUDED

This proposal does not include the following work, and is conditioned on the proper performance of such work by the General Contractor or other Subcontractors.

A legal hoistway properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Dewatering of pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50 degrees Fahrenheit minimum 90 degrees Fahrenheit maximum, non-condensing. Adequate supports and foundations to carry the loads of all equipment, including support for guide rails brackets. Adequate bracing of entrance frames to prevent distortion during wall construction.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the jobsite, you will monitor our work place and prior to and during our manning of the job, you will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the owner.

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All sill supports, including steel angles where required, and sill recesses (if sill angles not supplied by Elevator Contractor) and the grouting of doorsills. Provide O.S.H.A. compliant removable temporary enclosures or other protection (barricades and kickboards) from open hoistways during the time the elevator is being installed (protection must allow clearance for installation of entrance frames). Proper trenching and backfilling for any underground piping and/or conduit. Cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper installation of the elevator. Setting anchors and sleeves. Pockets or blockouts for signal fixtures. Structural steel door frames with extensions to beam above if required on hoistway sides and sills for freight elevators, including finish painting of these items.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. Telephone connection to elevator controller (must be a dedicated line and monitored 24 hours. Instrument in cab by others). One additional telephone line per group of elevators for diagnostic capability wired to designated controller.

Emergency power supply with automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Owner/General Contractor to provide a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the Safety Code for Elevators and Escalators (ASME 17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

The contractor agrees to provide a dry and secure area adjacent to the hoistway(s) at ground level for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the contractor after its initial delivery will be at contractor's expense.

The contractor agrees to provide at no cost a crane to hoist elevator equipment as needed.

Composite clean up crews will not be provided. Elevator contractor will be responsible for own housekeeping.

All Existing equipment removed by company shall become the exclusive property of company.

This price is predicated on our not encountering any problems with the jack hole, such as, but not limited to, foreign material, waste, or cave in requiring us to re-drill the jack hole. Labor and material for re-drilling would be completed on a time and material basis at the rate of \$_____ per team hour, plus drilling and additional waste disposal costs. You will be notified immediately should we encounter any problems of this nature and we will not proceed further until we receive written authorization to do so.

PART 8 - SPECIAL CONDITIONS:

1. Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of

THYSSENKRUPP ELEVATOR CORPORATION
7567 Central Industrial Dr.
Riviera Beach, FL 33404

the equipment.

2. It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated. In the event our employees or those of our subcontractors are exposed to an asbestos hazard, PCB or other hazardous substances, caused by individuals other than our employees, or those of our subcontractors, you agree to indemnify, defend, and hold us harmless from all damages, claims, suits, expenses, and payments resulting from such exposure.
3. Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.
4. We anticipate making shipment of the equipment approximately twelve weeks after all final drawings and details are approved. A dry and protected area, conveniently located will be assigned to us without cost, for storage of our material and tools. You agree that if you are not ready to accept delivery of the equipment when we notify you it is ready, you will immediately make the payments due for the equipment and designate some local point where you will accept delivery. Unless you designate such point of delivery within two weeks, we are authorized to warehouse the equipment within or without our factory at your risk. You shall reimburse us for all costs due to extra handling and warehousing.
5. We shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.
6. Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished you upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.
7. We shall not be liable for any loss, damages or delay caused by acts of government, strikes, lockouts, fire, explosions, theft, floods, riot, civil commotion, war, malicious mischief, or acts of God, or any causes beyond our control, and in no event shall we be liable for consequential damages.
8. Should loss of or damage to our materials, tools or work occur at the erection site, you shall compensate us therefor, unless such loss or damage results from our own acts or omissions.
9. If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.
10. In the event of any default by you in any payment, or of any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable irrespective of the acceptance by us of notes from you or extension of time for payment.
11. In the event an attorney is engaged to enforce, construe or defend any of the terms and conditions of this agreement or to collect any payment due hereunder, either with or without suit, the Purchaser agrees to pay all attorney's fees and costs incurred by ThyssenKrupp Elevator Corporation. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in the county where the subject matter of this agreement is located.

PART 9 - TERMS AND CONDITIONS

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the United States of America Standard Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

Lake Park Town Hall

Lake Park, FL

ELEVATOR MODERNIZATION

PERMITS, TAXES AND LICENSES: All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

TEMPORARY SERVICE: Should the service of any elevator be required before completion and final acceptance, the Purchaser agrees to sign our Construction Use form, Warranty Extension and Service Agreement (at an agreed to daily charge) and be bound by the terms and conditions thereof. A copy of this form will be furnished upon request.

ACCEPTANCE OF INSTALLATION: Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

WARRANTY: We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

TITLE AND OWNERSHIP: We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

THYSSENKRUPP ELEVATOR CORPORATION complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 38 U. S.C. 4212 and 41 CFR Chapter 60. THYSSENKRUPP ELEVATOR CORPORATION supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

THYSSENKRUPP ELEVATOR CORPORATION shall not be held responsible nor shall it be held liable under the terms of this contract and Purchaser expressly releases, discharges and acquits THYSSENKRUPP ELEVATOR CORPORATION and Purchaser expressly agrees to remain liable for any and all claims for loss, damage, detention, death or injury, of any nature whatsoever, to any person, use, operation, installation or condition of the elevator(s) which are subject to this contract, or the associated areas, regardless of whether such actions arise from the use, operation, installation or condition of the elevator(s), machine room(s), hatchways(s), or any of their component parts. Claims expressly covered by this agreement include those made by the purchaser, its successors, heirs, assigns, agents, and employees as well as those made by any other person or entity whatsoever claiming against THYSSENKRUPP ELEVATOR CORPORATION. The types of claims expressly covered by this agreement include but are not limited to any loss, damage, injury, death, delay, or detention to persons, entities, or property caused by obsolescence, misuse of equipment, design of equipment, installation of equipment and the associated areas surrounding such equipment regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of THYSSENKRUPP ELEVATOR CORPORATION, ITS OFFICERS, AGENTS OR EMPLOYEES OR ANY OTHER CAUSE WHATSOEVER.

One percent of the purchase price represents specific consideration for which the Purchaser expressly agrees to the above and further agrees to indemnify, defend and save harmless THYSSENKRUPP ELEVATOR CORPORATION from and against any and all liability, costs, expenses, judgement awards, interest, attorneys' fees or any other damages which may be sustained by or imposed by law on THYSSENKRUPP ELEVATOR CORPORATION as a result of any and all such claims or actions against THYSSENKRUPP ELEVATOR CORPORATION, including but not limited to the claims or actions discussed above regardless of whether such claims arise out of the joint, or sole negligent acts or omissions of THYSSENKRUPP ELEVATOR CORPORATION, its officers, agents or employees or nay other cause whatsoever. Purchaser hereby waives the right of subrogation. Indemnification limited to **\$5,000,000.00**.

Purchaser expressly agrees to name THYSSENKRUPP ELEVATOR CORPORATION as an additional insured under their general liability and excess (umbrella) insurance policies for the claims set out above.

Purchaser's acceptance of this agreement and its approval by an executive officer of THYSSENKRUPP ELEVATOR CORPORATION will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

PART 10 - PRICES AND TERMS OF PAYMENT:

WE propose to furnish and install the equipment covered in this proposal for the net sum of Sixty Two Thousand Seven Hundred Eighty 00/100 DOLLARS(\$ 62,780.00)

Payment Terms: 50% of Contract Amount to accompany signed contract
 25% due upon commencement of work
 20% due upon substantial completion
 5% "remainder" including changes and extra work orders is due at time of final state
inspection, but prior to turnover for use.

Should a temporary use permit be required, contract amount shall be pair up to 95% prior to elevator use under said permit.

We reserve the right to discontinue our work at any time until payments have been made as agreed and we have assurance satisfactory to us that the subsequent payments will be made as they become due. A monthly service charge of 1-1/2% will be due on all amounts not paid within 30 days. You also agree to pay, in addition to any defaulted amount plus service charges, all our attorney fees, collection costs, or court costs in connection therewith.

ACCEPTANCE OF PROPOSAL: This proposal is submitted for acceptance within 60 days from date executed by us.

This proposal, when accepted by the Purchaser and subsequently approved by an officer of ThyssenKrupp Elevator Corporation, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Respectfully submitted,
THYSSENKRUPP ELEVATOR CORPORATION

By _____ Sales
Representative

Accepted:
In Duplicate on _____ for

Approved By:
THYSSENKRUPP ELEVATOR CORPORATION

Purchaser _____

By _____

By _____

Title _____ Signature of Authorized Official

Title _____

Date _____

TAB 9

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. *Tab 9*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> APPROVAL OF ITEM | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: 2007-2008 Sanitation Rates for Truth In Millage (TRIM)

RECOMMENDED MOTION/ACTION: Approve Resolution for Sanitation Rates for TRIM

Approved by Town Manager *W. J. Davis* **Date:** *7/3/07*

Name/Title

Date of Actual Submittal

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

Summary Explanation/Background: As part of the Town code section 24-111, the Town is required to establish tentative rates, fees and administrative policies for the collection of residential and commercial refuse and recyclables for TRIM. Staff requests a motion approving Resolution 49-07-07 tentatively establishing the 2007-2008 sanitation rates, fees, charges, billing, collection and related administrative policies for Residential, Governmental and Commercial refuse and recyclable collection services. No changes to the rates are recommended for FY 2007/08

RESOLUTION NO. 49-07-07

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; PROVIDING A TENTATIVE COLLECTION SCHEDULE AND TENTATIVE SCHEDULE OF FEES AND CHARGES FOR RESIDENTIAL, GOVERNMENTAL AND COMMERCIAL REFUSE AND RECYCLABLES COLLECTION SERVICES; PROVIDING FOR LATE FEES, FREQUENCY OF BILLING AND OTHER MATTERS RELATING TO COLLECTION POLICY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 24-111 of the Lake Park Code provides that the Town Commission shall set rates, fees and charges for residential, governmental and commercial refuse and recyclables collection services by Resolution or other official action; and

WHEREAS, said Section provides for establishment of policy pertaining to billing collection and related administrative policies by Resolution or other official action;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

SECTION I

The tentative rates, fees and charges and the billing, collection and related administrative policies for refuse and recyclables collection services as provided in the attached Exhibit A and Exhibit B are hereby adopted for the fiscal year October 1, 2007 - September 30, 2008, and made applicable to residential, governmental and commercial entities as indicated therein.

SECTION II

This Resolution shall take effect upon adoption.

EXHIBIT A

RESIDENTIAL COLLECTION SERVICE FEES

(Base Level of Service)

ANNUAL ASSESSMENT/UNIT

Single-Family	\$155.80
Mobile Homes	\$155.80
Multi-Family <5/bldg.	\$155.80
Multi-Family >4/bldg.	\$91.10

I BASE LEVEL OF SERVICE:

1. Can Service - (Garbage/household trash)
Twice (2) /week - Monday and Thursday
2. Dumpster Service - (Garbage/household trash)
minimum twice (2)/week
3. Vegetation - (Bagged clippings/bulk cuttings)
two (2) cubic yards or less - Monday
4. Bulk Household Trash (furniture, white goods, etc.)
one (1) item or two (2) cubic yards or less -Thursday
5. Recyclables - once (1) week - Wednesday

II SPECIAL PICKUPS:

1. Large vegetation piles: (Mondays) more than 4" diameter or any excess over two (2) cubic yards - \$5.00/cubic yard.
2. Non-containerized household trash: (Thursdays) more than one (1) item or items in excess of two (2) cubic yards.
 - a. White goods (stove, refrigerator, washing machine, dryer, freezer, etc.)
\$5.00/unit;
 - b. Furniture (sofa, chair, table, mattress/box springs, etc.) \$5.00/unit
 - c. Other non-prohibited materials - \$5.00/cubic yard (or part thereof)
\$5.00 minimum charged.

3. Garbage/trash service above amount calculated on the basis of SWA waste generation data/property/year. Assigned container - \$8.52/cubic yard container (\$5.85 collection rate + \$2.67 disposal).

4. Special Pickup Charge - In addition to special pickup and other charges, there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service" **Exhibit A, Section I.**

ADMINISTRATIVE POLICIES:

Frequency of Billing: The account owner shall be billed on a monthly basis for special pickups.

Deposits: Prior to establishment of service, the holder of any commercial account(s) shall pay to the Town, the equivalent of one month's service cost for each account. This fee shall be retained by the Town as security for the payment for service. Upon termination of service, this deposit will be returned to the account holder by the Town, provided that the account is paid in full at the time of account termination.

Late Fees: A late fee in the amount of one percent (1%), per month on the outstanding balance, shall accrue beginning thirty (30) or more days following the rendition of the bill/statement by the Town.

Service Termination and Reinstatement: A service charge shall be required by the Town for the termination of service and the subsequent reinstatement of service for non-payment. These charges shall be as follows:

- | | |
|--|-----------------|
| • <u>First offense</u> | <u>\$100.00</u> |
| • <u>Second offense</u> | <u>\$200.00</u> |
| • <u>Third and all subsequent offenses</u> | <u>\$500.00</u> |

Collection: Any account remaining unpaid for forty-five (45) or more days after rendition of the bill/statement shall be referred to a collection agency and/or a lien shall be recorded on the property for the unpaid balance, plus interest, late fees, and costs of collection, including attorney's fees.

EXHIBIT B

COMMERCIAL PROPERTY ASSESSMENT SCHEDULE

(Base Level of Service)

COMMERCIAL CLASS

ANNUAL ASSESSMENT/SQUARE FOOT

Low generator class	\$.012
Medium generator class	\$.045
High generator class	\$.159
Non-generator class	\$.012

AGRICULTURAL CLASS

ANNUAL RATE

0 - 10 Acres	\$40.00
11 - 99 Acres	\$4.00/acre
100 + Acres	\$400.00

I BASE LEVEL OF SERVICE

1. Collection service to be scheduled minimum, 1x/week for properties generating trash only; and minimum 2x/week for properties generating garbage and trash.

COMMERCIAL DUMPSTER (COLLECTION & DISPOSAL) RATE CHART

	1X	2X	3X	4X	5X
.5CY	18.16	36.32	54.48	72.64	90.80
2CY	72.66	145.32	217.98	290.64	363.30
3CY	108.99	217.98	326.97	435.96	544.95
4CY	145.32	290.64	435.96	581.28	726.60
6CY	217.98	435.96	653.94	871.92	1,089.90
8CY	290.64	581.28	871.92	1,162.56	1,453.20

EXHIBIT B

TENTATIVE COMMERCIAL PROPERTY ASSESSMENT SCHEDULE
(Base Level of Service)

<u>COMMERCIAL CLASS</u>	<u>ANNUAL ASSESSMENT/SQUARE FOOT</u>
Low generator class	\$.012
Medium generator class	\$.045
High generator class	\$.159
Non-generator class	\$.012

<u>AGRICULTURAL CLASS</u>	<u>ANNUAL RATE</u>
0 - 10 Acres	\$40.00
11 - 99 Acres	\$4.00/acre
100 + Acres	\$400.00

I BASE LEVEL OF SERVICE

1. Collection service to be scheduled minimum, 1x/week for properties generating trash only and minimum 2x/week for properties generating garbage and trash.

COMMERCIAL DUMPSTER (COLLECTION & DISPOSAL) RATE CHART

	1X	2X	3X	4X	5X
.5CY	18.16	36.32	54.48	72.64	90.80
2CY	72.66	145.32	217.98	290.64	363.30
3CY	108.99	217.98	326.97	435.96	544.95
4CY	145.32	290.64	435.96	581.28	726.60
6CY	217.98	435.96	653.94	871.92	1,089.90
8CY	290.64	581.28	871.92	1,162.56	1,453.20

COMMERCIAL (ROLL-ON/ROLL-OFF)

\$40.00/TON (\$11.00 PER YARD)

The above schedule is applicable to regularly scheduled service up to the amount calculated on the basis of SWA waste generation data/property/year.

2. Can Service - (Garbage/trash)
Twice (2)/week - Monday and Thursday
3. Dumpster Service - Trash Only - minimum one (1)/week
Garbage/trash minimum twice (2)/week
4. Vegetation - (Bagged clippings/bulk cuttings)
Two (2) cubic yards or less - Monday
5. Bulk Trash (furniture, white goods, etc.)
One (1) item or two (2) cubic yards or less - Thursday
6. Recyclables - buckets or bins/ one (1)/week - Wednesday
Cardboard/Office Paper dumpsters - one (1)/week - Thursday

II SPECIAL PICKUPS: CUSTOMER MUST CALL FOR SPECIAL PICKUP

1. Assigned container - \$8.52/cubic yard container capacity (\$5.85 collection rate + \$2.67 disposal rate) above the regularly scheduled service amount calculated on the basis of SWA waste generation data/property/year. In addition to the \$8.52 per cubic yard, there will be an additional fee of \$25.00 charged for the special pickup of the assigned container.
2. Non-containerized trash - Thursday Only
 - a. White goods (stove, refrigerator, washing machine, dryer, freezer, etc.) \$5.00/unit.
 - b. Furniture (desk, chair, table, etc.) \$5.00/unit.
 - c. Other non-prohibited materials \$8.52/cubic yard (\$5.85 collection rate and \$2.67 disposal rate) (or part thereof); \$8.52 minimum charge.
3. Large Vegetation Piles - (Mondays) more than 4" diameter or any excess over two (2) cubic yards - \$8.52/cubic yard (or part thereof); \$8.52 minimum charge.

4. **Special Pickup Charge:** In addition to special pickups and other charges there will be an additional fee of \$25.00 charged when trash and/or garbage, vegetation and/or recyclable items are placed out for collection and picked up on days not specified in the pickup schedule identified in the "Base Level of Service" Exhibit B.

ADMINISTRATIVE POLICIES:

Frequency of Billing: Property owner billed on a monthly basis for preceding thirty (30) days.

Late Fee: One percent (1%) per month on the outstanding balance beginning thirty (30) or more days following rendition of the bill.

Partial Monthly Service: Any partial monthly service will be charged on a pro-rated basis, as appropriate, based on the applicable rate schedule.

Responsible Party: The owner of the property receiving service is responsible for payment of the bill.

Collection: Account subject to referral to collection agency or property lien for any bill remaining unpaid forty-five (45) days after rendition.

TAB 10

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: 7-18-2007

Agenda Item No. *Tab 10*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: A resolution to change the building permit fees and related fees

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager *[Signature]* **Date:** *7/11/07*

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Resolution Comparative study
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input checked="" type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="text-align: right;"> Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one. </div>	

Summary Explanation/Background: Changes to the building permit fees, moving fees, demolition fees, re-inspection fees and adding a fee for signage application. Our fees were last changed by resolution on July 19, 1995 and are low compared to other municipalities in the area.

Town of Lake Park

Community Development Department



Meeting Date: July 18, 2007
Memo Date: July 11, 2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Building Permit Fee Changes

The Town's building permit fees are set by resolution. The last time the fees were changed was by a resolution adopted in July 1995. Overall the fees are being increased. By using a less complex rate structure it provides for a user friendly system that is easier to understand and implement. Our present structure calculates the fee at eleven different price points. The fee value amount changes at each price point and the percentage changes at the last four price points. The proposed system is much easier to work with and provides for increases across the board.

The attached building fee comparison chart visualizes the old way versus the proposed structure.

The new fee structure is also proposing an increase in the Moving Fee, the Demolition Fee and most importantly the Re-inspection Fee. We have calls for numerous re-inspections. They are usually the result of the applicant failing to show up or providing the needed information required for the inspection. A substantial re-inspection fee will not only cover the cost of going to the site more than once, it will also provide an incentive for the applicant to provide the proper information the first time.

A high percentage of our building permit fees are for signs. The existing method of determining the fee is based on the building permit fee and very seldom exceeds the present minimum fee of \$30 because the next increase is at the \$2,500 value level and few signs exceed that value. The administrative time for approving a sign often consumes more time than will a small building permit application. Therefore, the increase to a minimum of \$100 is recommended to cover the administrative costs.

Patrick Sullivan, AICP Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

Building Fee Comparisons

	North Palm	Wellington	Jupiter	Lake Park Existing fees	Lake Park Proposed fees	
	\$40 plus %	\$50 plus %	Straight %		\$60 plus %	
Minimum	\$40	\$50	\$35	\$30	\$60	
\$2,500	\$141	\$100	\$33	\$45	\$110	
\$10,000	\$243	\$250	\$130	\$200	\$260	
\$20,000	\$446	\$250	\$260	\$375	\$460	
\$40,000	\$852	\$450	\$520	\$725	\$860	
\$100,000	\$2,070	\$1,050	\$1,300	\$1,650	\$1,560	
\$200,000	\$2,140	\$2,050	\$2,600	\$2,900	\$3,060	
\$300,000	\$3,190	\$3,050	\$3,900	\$4,150	\$4,560	
\$400,000	\$4,240	\$4,050	\$5,200	\$5,400	\$6,060	
\$500,000	\$5,290	\$5,050	\$6,500	\$6,650	\$7,560	
\$510,000	\$1,825	\$2,600	\$6,630	\$6,750	\$7,710	
\$600,000	\$2,140	\$3,050	\$7,800	\$7,650	\$9,060	
\$700,000	\$2,490	\$3,550	\$9,100	\$8,650	\$10,560	
\$800,000	\$2,840	\$4,050	\$10,400	\$9,650	\$12,060	
\$900,000	\$3,190	\$4,550	\$11,700	\$10,650	\$13,560	
\$1,000,000	\$3,540	\$5,050	\$13,000	\$11,650	\$12,560	
\$1,100,000	\$1,954	\$5,550	\$2,750	\$12,650	\$13,810	
\$1,200,000	\$2,128	\$6,050	\$3,000	\$13,650	\$15,060	
\$1,300,000	\$2,302	\$6,550	\$3,250	\$14,650	\$16,310	
\$1,400,000	\$2,476	\$7,050	\$3,500	\$15,650	\$17,560	
\$1,500,000	\$2,650	\$7,550	\$3,750	\$16,650	\$18,810	
\$1,600,000	\$2,824	\$8,050	\$4,000	\$17,650	\$20,060	
\$1,700,000	\$2,998	\$8,550	\$4,250	\$18,650	\$21,310	
\$1,800,000	\$3,172	\$9,050	\$4,500	\$19,650	\$22,560	
\$1,900,000	\$3,346	\$9,550	\$4,750	\$20,650	\$23,810	
\$2,000,000	\$3,520	\$10,050	\$5,000	\$21,650	\$25,060	

Fee percent
in addition
to minimum
fee



2.00%

1.50%

1.25%

Noted above are building fees from three different municipalities. The fees are calculated at different price points. It is important to note that the fees for the above listed communities were set prior to the property tax rollback. It is likely that these communities will also be re-evaluating and increasing their fee structure. Jupiter and Wellington also collect an impact fee in addition to the county impact fee; the effect of which increases the total fees paid.

The proposed fees imposed on permits up to one million in value mirror the highest fees from the other three towns. Lake Park has always had higher fees for projects that exceeded one million dollars in value. The proposal only slightly changes those fees. The change was implemented to avoid providing another percentage. The original method for calculating fees was more complex than what is proposed. The proposal provides for an easier system.

RESOLUTION NO. 50-07-07

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA ESTABLISHING AND
INCREASING THE PERMIT FEES FOR BUILDING,
MOVING, DEMOLITION, RE-INSPECTION,
CONTRACTOR REGISTRATION, AND SIGNAGE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has established by Resolution in accordance with the authority provided to it by the Town Code and state statute, certain fees that the Town charges for the issuance of permits associated with building and construction; and

WHEREAS, the Town has not increased these fees since 1995 and Town staff has recently conducted survey of the charges that other municipalities in Palm Beach County charge for such permits; and

WHEREAS, based upon the results of the survey, it is evident that the Town is not charging an amount comparable with other municipalities in the County for these permits, and after further investigation it has been determined that the amounts charged by the Town also do not adequately reflect the administrative time and costs to the Town incurred in the processing of these permit requests; and

WHEREAS, Town staff has recommended that the charges set forth herein be adopted as the new fees to be charged by the Town for permits for building, moving, demolition, re-inspection, contractor registration and signage.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE
TOWN OF LAKE PARK, FLORIDA AS FOLLOWS**

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

Section 2. The Town Commission hereby adopts the following fee schedules:

BUILDING FEES

The permit fee schedule shall be based on total valuation as follows:

Minimum fee up to \$ 2,499.00 in value.....	\$60.00
\$ 2,500 - \$ 99,999	\$60.00 PLUS - 2.0 %
\$ 100,000 - \$ 999,999	\$60.00 PLUS - 1.5 %
\$ 1,000,000 and up	\$60.00 PLUS -1.25 %

MOVING FEE

For the moving of any building or structure exceeding 500 Sq Ft
the fee shall be:\$500

DEMOLITION FEE

For the demolition of any building or structure exceeding 500 sq ft the fee
shall be:\$200 for the first 500 sq feet with the remainder @ \$1.00 / 500 sq ft

RE-INSPECTION FEE

For the first re-inspection..... \$50
For second and subsequent re-inspections.....\$75

CONTRACTOR REGISTRATION FEE

With county registration with a "W" designation.....\$2.00
All Other Contractors.....\$10.00

SIGNAGE FEE

Minimum fee up to \$ 3,000 in value.....\$100
\$ 3,000 and up in value.....\$200

Section 3. All resolutions or parts of resolutions in conflict with this resolution are hereby amended.

Section 4. This Resolution shall take effect immediately upon passage.

RESOLUTION NO. 30 1995

A RESOLUTION OF THE COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, CHANGING THE CURRENT CONSTRUCTION PERMIT FEE SCHEDULE; REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTION IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Commission of the Town of Lake Park, Florida, has determined that it is necessary to change the current fee schedule for all required permits as enumerated in Section 103, PERMITS, of THE LAKE PARK CONSTRUCTION CODES ADMINISTRATIVE CODE; and

WHEREAS, the Commission deems it necessary to set in writing these approved changes in fees;

NOW, THEREFORE, be it resolved by the Commission of the Town of Lake Park, Florida, as follows:

SECTION I

The permit fee schedule shall be based on total valuation as follows:

Minimum fee up to \$ 2,499.00 in value.....	\$ 30.00
2,500 - 2,999.99	\$ 45.00
3,000 - 3,999.99	\$ 60.00
4,000 - 4,999.99	\$ 80.00
6,000 - 6,999.99	\$ 100.00
7,000 - 7,999.99	\$ 120.00
8,000 - 8,999.99	\$ 145.00
9,000 - 9,999.99	\$ 175.00
10,000 - 49,999.99	200 for the first 10,000.00 with the remainder.....@ 1.75%
50,000 - 99,999.99	900 for the first 50,000.00 with the remainder.....@ 1.50%
100,000 - 500,000	1,650 for the first 100,000.00 with the remainder.....@ 1.25%
500,000 and up	6,650 for the first 500,000.00 with the remainder.....@ 1.00%

missing
5,000-6,000

MOVING FEE

For the moving of any building or structure, the fee shall be:

\$ 250.00

DEMOLITION FEE

For the demolition of any building or structure, the fee shall be:

0 - 100,000 cu ft \$ 200.00

100,000 cu ft and over 200.00 for the first 100,000 cu ft
with the remainder @ 1.00/1,000 cu ft

RE-INSPECTION FEE.....\$ 15.00

SECTION II

All Resolutions or parts of Resolution in conflict with this Resolution are hereby amended.

SECTION III

This Resolution shall take effect immediately upon passage.

READ AND ADOPTED THIS 19th DAY OF July, 1995.

William P. Phipps
MAYOR



ATTEST:

Barbara C. Scheehing
TOWN CLERK

\\STEVE\\RESOLUT.BPP

TAB 11

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: July 18, 2007

Agenda Item No. *Tab 11*

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> APPROVAL OF ITEM

<input type="checkbox"/> | <input checked="" type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Drainage improvements in the Neighborhood Target Area phase II-G

RECOMMENDED MOTION/ACTION: Motion to authorize the Mayor to execute contract with Alamazon Brothers Construction, Inc.

Approved by Town Manager *W. Davis*

Date: *7/11/07*

Joseph S. Kroll / Public Works Director
Name/Title

7-12-07
Date of Actual Submittal

Originating Department: <div style="text-align: center;">Public Works</div>	Costs: 51% - CDGB Grant 49% - General Fund / Drainage Acct. # 190-82101 # 190-53000	Attachments: Contract
Department Review: <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Human Resources _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input checked="" type="checkbox"/> Public Works <i>W. Davis</i> <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case <input checked="" type="checkbox"/> _____ Please initial one.

Summary Explanation/Background: Commission awarded low bid for the drainage improvements in the Neighborhood Target Area Phase II-G to Alamazon Brothers, Inc. on the May 2, 2007 Regular Commission meeting.



CONSULTING CIVIL ENGINEERS,
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2090 Palm Beach Lakes Blvd.
Suite 600
West Palm Beach, FL 33409
(561) 684-3375
Fax: (561) 689-8531
www.lbfh.com

July 2, 2007

Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Attn: Mr. Joseph Kroll
Public Works Director

Re: Drainage Improvements – Phase IIG
LBFH Project No. 02-0006K
Town of Lake Park

Dear Mr. Kroll:

Transmitted herein are six (6) sets of Contract Documents which have been executed by the Contractor for the above project. After the Town Attorney's review and approval, we request the Town execute and date Page 7 of the Agreement, date Page 1 of the Public Construction Bond (2 places) and date the Power of Attorney (at bottom of Page 2).

Please retain two (2) sets for the Town's records and return the other four (4) to this office. We will distribute the other copies to the Contractor (1), to PBCHCD (1) and our files (2). After execution by the Town, a pre-construction meeting will be scheduled at which time the Notice to Proceed will be issued to the Contractor. The completion dates in Paragraph 4.02 of the Agreement will be added at the pre-construction meeting based on the effective date of the Notice to Proceed.

Should you have any questions, please contact me.

Very truly yours,

LBFH, Inc.

Jeffrey D. Renault, P. E.

JDR/dw

Encl.

cc: Almazan Brothers, Inc.

RESOLUTION NO. 51-07-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE TOWN AND ALAMAZAN BROTHERS, INC. FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS IN THE “NEIGHBORHOOD TARGET AREA” FOR BAYBERRY STREET BETWEEN 7TH COURT AND 8TH COURT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has such powers and authority as conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Bayberry Street, which is within the Town, requires certain drainage improvements; and

WHEREAS, the Town has solicited bids for these drainage improvements; and

WHEREAS, the Town Commission of the Town of Lake Park, Florida (“Town”) agrees to award Alazaman Brothers, Inc., the Construction Drainage Improvements Contract in the Neighborhood Target Area on Bayberry Drive between 7th and 8th Courts.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of the Town Commission.

Section 2. The Mayor is hereby authorized and directed to execute the Contract attached hereto and incorporated herein as **Exhibit “A”**.

Section 3. This Resolution shall be effective upon adoption.

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the Town of Lake Park
(hereinafter called OWNER) and Almazan Brothers, Inc. (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

“Drainage Improvements in the NTA – Phase II-G for the Town of
Lake Park, Florida, Project No. 02-0006K”

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Drainage Improvements in the NTA – Phase II-G, Project No. 02-0006K.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by:

LBFH, Inc.,
2090 Palm Beach Lakes Blvd., Suite 600
West Palm Beach, FL 33409
(561) 684-3375

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

The project will be substantially complete by _____ 2007 and final completion date shall be _____ 2007.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$ 500.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$ 500.00 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts on the bid form (attached):

TOTAL OF ALL CONTRACT PRICES one hundred forty five thousand and no/100
\$ 145,000(dollars) (Use Words)

As provided in paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. CONTRACTOR shall submit to OWNER Application for Payment, on the form provided, on or before the 25th day of each month during performance of the Work as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. ENGINEER will review the Applications For Payment and make recommendation to OWNER.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

- a. 90 % of Work completed (with the balance being retainage); and
- b. 90 % of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 10 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST (Delete)

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Public Construction Bond (page 1, inclusive);
3. Other Bonds (pages ___ to __, inclusive);
 - a. Bid Bond _____ (pages 1, inclusive);
 - b. _____ (pages _____ to _____, inclusive), dated _____
4. General Conditions (pages 1 to 44, inclusive);

5. Supplementary Conditions (pages 1 to 5, inclusive);
 6. Technical Specifications as listed in the table of contents of the Project Manual;
 7. Drawings consisting of a cover sheet and sheets numbered 8, 9, 23 and 24, inclusive, with each sheet bearing the following general title: DRAINAGE IMPROVEMENTS IN THE NTA PHASE II G – FOR THE TOWN OF LAKE PARK
 8. Addenda No. 1 (inclusive);
 9. Exhibits to this Agreement (enumerated as follows);
 - a. Notice to Proceed (pages 1, inclusive);
 - b. CONTRACTOR's Bid (pages 1 to 6, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive);
 - d. _____;
 10. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s).
 11. Instructions to Bidders (pages 1 to 13, inclusive).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Other Provisions*

10.05(a) In the event that it becomes necessary for either party to employ counsel to enforce this agreement, whether or not suit be brought, the prevailing parties shall be entitled to reasonable attorneys fees and costs including fees on appeal.

10.05(b) The laws governing this agreement shall be the laws of Florida and the venue shall be Palm Beach County.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER and CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2007 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

By: Paul W. Castro, Mayor _____

By: Reynolds Aling _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest Juanita Gonzalez _____

Vivian Mendez, Town Clerk

Address for giving notices:

Address for giving notices:

Town Hall

Almaron Brothers, Inc

535 Park Avenue

357 Kelly Dr.

Lake Park, FL 33403

W. Palm Beach, Fl. 33411

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

License No. C6C 016390
(Where applicable)

Agent for service of process: _____

Designated Representative:

Designated Representative:

Name: Joseph S. Kroll

Name: Jesus Almaron

Title: Director of Public Works

Title: President

Address: Town Hall, 535 Park Avenue

Address: 357 Kelly Dr.

Lake Park, FL 33403

West Palm Beach, Fl. 33411

Phone: 561-881-3300

Phone: 561-793-1777

Facsimile: 561-881-3314

Facsimile: 561-793-6200

BIDDER'S PROPOSAL

PROPOSAL OF: ALMAZAN BROTHERS, INC.

DATE: 1/30/07

TO: THE TOWN OF LAKE PARK, FLORIDA

Gentlemen:

The undersigned bidder hereby declares that he has carefully, and to his full satisfaction, examined the attached Instructions to Bidders, General Conditions, Detailed Specifications, and Form of Contract and Bond, together with the accompanying Plans; and that he has made a full examination of the location of the proposed work and hereby agrees to furnish, unless otherwise provided, all implements, machinery, equipment, transportation, tools, materials, supplies, labor, and other things necessary to the prosecution and completion of the work, fully understanding that the quantities shown in the proposal form are approximate only; and that he will fully complete all necessary work and the requirements under them of the Engineer, within the time limit specified in the proposal.

The undersigned agrees to execute the attached Contract within ten (10) calendar days after the date on which notice of award has been given; and after notification to proceed by the Engineer, to begin work with an adequate force and equipment within ten (10) calendar days and as a part of this Bid proposes that the work will be substantially completed within 45 calendar days and that all Work be completed within not more than 60 calendar days from the date of Official Notification to Proceed, and that if awarded the Contract for the work, to pay to the Owner the liquidated damages for each day that he fails to complete the work within the prescribed time, in accordance with the terms stated in the Agreement.

The undersigned states that this proposal is the only proposal for this project in which he is interested and that this proposal shall be either accepted or rejected within sixty (60) days after the due date.

For furnishing all plant, labor, materials, tools, and incidentals, and for constructing complete, including all items of work that may be inferred as necessary, but are not separately itemized:

DRAINAGE IMPROVEMENTS
IN THE
NEIGHBORHOOD TARGET AREA - PHASE II-G
TOWN OF LAKE PARK
PROJECT NO. 02-0006K

NOTE: BIDS shall include all sales tax and other applicable taxes and fees. BIDDER agrees to perform all of the work described in the Contract Documents and on the Construction Plans in the following unit prices or lump sum(s).

ITEM NO.	ESTIMATED QUANTITIES	ITEMS AND UNIT PRICE BID (PRICES TO BE WRITTEN WORDS)	UNIT PRICE	TOTAL PRICE
I. Bayberry Drive (10th Street to 167-feet East of 8th Street)				
I-1.	Lump Sum	Clearing and Grading for TWENTY-EIGHT THOUSAND NINE HUNDRED AND <u>TWENTY</u> Dollars <u>ZERO</u> Cents Lump Sum		\$ 28,920.00
I-2.	79 L.F.	15" HDPE Pipe for <u>THIRTY</u> Dollars <u>ZERO</u> Cents Lineal Foot	\$ 30.00	\$ 2,370.00
I-3.	670 L.F.	18" HDPE Pipe for <u>THIRTY-FIVE</u> Dollars <u>ZERO</u> Cents Lineal Foot	\$ 35.00	\$ 23,450.00

Exfiltration Trench (3.5' W X 3' H)

For SIXTY _____

Dollars _____

• ZERO _____ Cents

Lineal Foot

\$60.00

\$12,600.00

I-5. 4 Each

Type "C" Inlet for _____

TWO THOUSAND

FOUR HUNDRED _____ Dollars

ZERO Cents

Per Each

\$2,400.00

\$ 9,600.00

1-6. 1 Each

For Connect to Existing Structure

For _____

TWO THOUSAND _____ Dollars

ZERO _____ Cents

Per Each

\$2,000.00

\$ 2,000.00

I-7. 795 S.Y.

For 6" Stabilized Shoulder

For _____

EIGHT _____ Dollars

ZERO _____ Cents

Square Yard

\$ 8.00

\$6,360.00

I-8. 1595 S.Y.

For Solid Sod for _____

FIVE _____ Dollars

ZERO _____ Cents

Square Yard

\$ 5.00

\$7,975.00

I-9.	150 S.Y.	For Concrete Sidewalk Reconstruction (4" thick) for _____ <u>FORTY</u> _____ Dollars <u>ZERO</u> _____ Cents Square Yard	\$ <u>40.00</u>	\$ <u>6,000.00</u>
I-10.	565 S.Y.	For Concrete Driveway Turnout Reconstruction _____ <u>FORTY-FIVE</u> _____ Dollars <u>ZERO</u> _____ Cents Square Yard	\$ <u>45.00</u>	\$ <u>25,425.00</u>
I-11.	70 L.F.	For Replacing Existing Water Main With DIP For _____ <u>TWO HUNDRED</u> _____ Dollars <u>ZERO</u> _____ Cents Lineal Foot	\$ <u>200.00</u>	\$ <u>14,000.00</u>
I-12.	105 S.Y.	For Pavement Replacement for _____ <u>SIXTY</u> _____ Dollars <u>ZERO</u> _____ Cents Square Yard	\$ <u>60.00</u>	\$ <u>6,300.00</u>

Total Bid Items I-1 through I-12 - \$ 145,000.00

Subcontractors

The undersigned bidder hereby designates, as follows, all major subcontractors whom he proposes to utilize for the major areas of work for the project. The bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Owner with a certificate of insurance in accordance with the Contract General Conditions. Failure to furnish this information may be grounds for rejection of the bidder's proposal.

[illegible]

The undersigned bidder hereby represents that he has carefully examined the drawings and Contract including all Contract Documents and will execute the Contract and perform all its items, covenants and conditions, all in strict compliance with the requirements of the specifications and drawings. The bidder, by and through the submission of his bid, agrees that he has examined all that he shall be held responsible for having theretofore examined the site, location and route of all proposed work and having satisfied himself as to the character of the route, the location, surface and underground obstruction, the nature of the groundwater table conditions, and all other physical characteristics of the work, in order that he may include in the process which he bids, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation or replacement of any objects or obstructions which will be encountered in doing the proposed work.

Enclosed is security consisting of BID BOND

The undersigned hereby designates SAMUEL ALMAZAN

357 KELLY DRIVE, WEST PALM BEACH, FL 33411
as his office address to which notices may be delivered or mailed.

ADDENDA

I hereby certify that I have received, read and examined the following Addenda:

NONE, _____, _____, _____, _____, _____,

Dated: 1/30/07

ALMAZAN BROTHERS, INC.
(Name of Bidder, Corporation, Firm or
Individual)

(SEAL OF CORPORATION)

By: Jesus Almazan
(Signature)
JESUS ALMAZAN

(Typed Name)
357 KELLY DRIVE

WEST PALM BEACH, FL 33411
(Business Address of Corporation, Firm or
Individual)

561-793-1799
(Phone Number)

CG-C0126390
General Contractor License No.

END OF SECTION

RESOLUTION NO. 41-05-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AWARDED THE CONTRACT FOR THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS IN THE "NEIGHBORHOOD TARGET AREA", FOR BAYBERRY STREET BETWEEN 7TH COURT AND 8TH COURT, TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER, ALAMAZAN BROTHERS, INC. FOR THE TOTAL CONTRACT AMOUNT OF \$145,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has received and accepted grant funding from Palm Beach County Housing and Community Development for assistance in funding the upgrading of drainage improvements in the Neighborhood Target Area, in the amounts of \$45,353.00 (received 11/06) and \$30,000.00 (received 03/07); and

WHEREAS, LBFH Inc., designed the plans for the construction of the required drainage improvements for the project area located on Bayberry Drive between 7th and 8th Courts ("Project"), and also conducted the Invitation to Bid process on behalf of the Town; and

WHEREAS, the bids were opened, tabulated, and reviewed on January 30, 2007, and Alamazan Brothers Inc., was determined to be the lowest responsible and responsive bidder with their total bid amount of \$145,000.00 for the Project; and

WHEREAS, Town staff recommends award of the construction contract for the drainage improvement Project to Alamazan Brothers Inc. The actual contract for the construction of the Project shall be submitted to the Town Commission at a later date for approval and execution by the Mayor; and

WHEREAS, no work shall be begun on the Project by Alamazan Brothers Inc., until the actual construction contract is approved as to form and legal sufficiency by the Town Attorney, and the contract is approved by Resolution of the Town Commission. If work is begun on the Project without said approvals of the contract, this award shall be null and void.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF
THE TOWN OF LAKE PARK:**

Section 1. The whereas clauses are hereby incorporated herein as true and correct.

Section 2. The construction work for the Project as set forth in the Bid Documents for drainage improvements for Bayberry Drive between 7th and 8th Courts is hereby awarded to Alamazan Brothers Inc. No work shall be begun on the Project by Alamazan Brothers Inc., until the actual construction contract is approved as to form and legal sufficiency by the Town Attorney, and the contract is approved by Resolution of the Town Commission. If any work is begun on the Project by Alamazan Brothers Inc., or any of its agents, employees, contractors, sub-contractors, independent contractors, or other persons or entities, prior to and without said approvals of the contract, this award shall be null and void.

Section 3. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balias, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

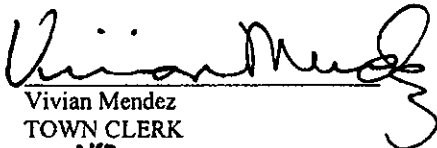

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 41-05-07 duly passed and adopted this 6 day of June, 2007.

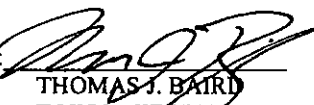
TOWN OF LAKE PARK, FLORIDA

BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK

TOWN OF LAKE PARK
(TOWN SEAL)
FLORIDA

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

p:V02-0006V02-0006_K.Y.;abstract:1D0csV0rd-mbulation.255

TAB 12

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **July 18, 2007**

Agenda Item No. *Tab 12*

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input checked="" type="checkbox"/> CONSENT AGENDA |
|---|---|

SUBJECT: Landscape Installation Contract Award for Lake Shore Park to Villa & Son Utilizing Palm Beach County Contract #

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *H. Davis* Date: *7/12/07*

Name/Title	Date of Actual Submittal	
Originating Department: <div style="text-align: center;">Town Manager</div>	Costs: \$ 44,494 Funding Source: Cash Reserves Acct. # 900-99900	Attachments: Proposal / County Contract
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Yes I have notified everyone _____ or Not applicable in this case _____: </div> <div style="width: 45%; text-align: right;"> Please initial one. </div> </div>	

Summary Explanation/Background: The attached is a proposal from Vila & Son for the installation of the landscape material at Lake Shore Park. The landscape was designed by Landscape Architect Jeff Blakely. Staff recommends approval.



JUL 6 2007

BLAKELY AND ASSOCIATES
Landscape Architects and Planners, Inc.

4099 Burns Road
Palm Beach Gardens, Florida 33410
Phone: 561-627-6145 • Fax: 561-627-5837
Lic. #LC-C000072

*Town Of Lake Park
Office Of Town Manager*

July 1, 2007

Ms. Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

Dear Ms. Davis (Maria),

I am providing a review of the landscape planting plan we have prepared for Lake Shore Park. Also attached is a cost estimate for the installation of the specified plant materials. We carefully selected these plant materials to serve the following criteria : low maintenance, correspondence with Kelsey Park landscape, long term sustainability, aesthetic enhancement, and civic pride.

We consider this design phase one of a three year plan to continue to upgrade the park's landscape. Though the budget for this phase was modest, I think we were able to provide a core to build upon. We feel \$90,000 over the next two years will yield substantial visual results for the enjoyment of the residents. We are wondering if it is possible to start a program of adopting a tree in the name of a loved one for inclusion in the park, with a small tag listing the donor and the loved one. In this regard, we would (at no cost to the town), continue with the master planning of the park's landscape. Additional trees, shrubs, and ground covers could be added according to the plan with donations and funds appropriated through the Town's budget process. We also feel it important to attempt an educational program for the users of the park in order to encourage their vigilance and pride by discouraging littering and damage to trees or planting beds through vandalism, graffiti, or other destructive behavior.

There is always an offshore wind in Lake Shore Park and the closer to the shoreline, the greater the impact of the wind on plant materials. Wind blown salt on particularly blustery days can wreak havoc with trees and ground covers for a season, sometimes resulting in their eventual death due to stress and lack of nutrients. All landscapes require some maintenance, added fertilization, and often pest control. A blend of the best native and exotic materials, this landscape is designed for minimal maintenance. Not all native plants are desirable in urban situations, and not all exotics are invasive or undesirable for other reasons.

An overview of the specified plant materials for the park includes Florida royal palms indicating the main entry, selected for their relationship with Kelsey Park. Limiting the royal palms to this area was a budget factor, and because placing them any closer to the lake is unwise due to the high winds and salt damage possible. They wouldn't die, but in the windy winter, would look terrible with brown and broken fronds (also a pedestrian hazard). The broad walk to the lake edge is lined with green buttonwood trees. These trees are doing exceptionally well in Kelsey Park, and are native to coastal regions of the state. The trees placed at the perimeter of the children's play area and north of the fountain to the tennis facility are dwarf Clusias. Though not native, *Clusia* is very tough in coastal conditions. It has a larger, coarser leaf than the buttonwood, and is also darker green with a heavier appearance, adding a contrast in texture and growth habit. Three variegated hibiscus (Mahoe) trees are situated at opposite ends of the park for some color and foliage interest. Christmas palms (sometimes referred to as dwarf royal palms) are located in a circular fashion around the fountain. These palms perform well in windy situations and recover well from even hurricane conditions. They will also provide an architectural backdrop and accent for the central feature of the park. A street and parking lot planting of gumbo limbo attempts to strike a relationship with Lake Shore Drive and pedestrian traffic, providing sequence and sense of enclosure for the park. Screw pines punctuate the terminus to the lake, flanking each side of the raised planters, with native *Serenoa repens* palms and spider lilies planted in the center section. The bonus of color is provided at the entrances of the north and south areas of the park with wild allamanda vines. Not intended to be trimmed on a regular basis, the allamandas should be allowed to take an informal mounding shape encouraging blooming. Parking areas visible from Lake Shore Drive are screened by seagrape and cocoplum, as are the tennis courts and the parking lot on the south side of the park. (All materials are pictured on the accompanying photographic board.)

The estimated costs of the planting installation is purposely conservative with some funds left unspent to allow for unforeseen additions or the inevitable need for more labor or a shift in priorities.

We are pleased to present this plan to the Town with our compliments. This follows a long tradition we have placed on improving the quality of life within the Town. Since Samuel Blakely provided the design layout for Kelsey Park and guided the planting of the park in its initial stages during the 1920's, it seems fitting that we provide, as a legacy, the design for the renaissance of Lake Shore Park.

Respectfully,

A handwritten signature in cursive script, reading "Jeff Blakely", followed by a horizontal line.

Jeff Blakely, ASLA

BLAKELY AND ASSOCIATES

FL Reg. Landscape Architect No. 825

PROPOSAL

July 11th, 2007

TO: The own of Lake Park

ATTN: Joe Kroll

FROM: Philip Thibeaux

RE: Lakeshore Park: landscape enhancements



Please accept our proposal for the landscaping enhancements of the above referenced project in accordance plan by Blakely and Associates, dated 6/30/07. The cost breakdown is as follows:

Landscape Enhancements

\$44,494.00

See attached breakdown per Palm Beach County Annual Roadway Landscape Contract (Project # 2005055)

Qualifications:

- Grades to be provided to Vila & Son at (+/-) .10' of finished landscape elevations free of weeds, debris and exotic vegetation.
- Clear access to all planting areas with heavy equipment, i.e. combination, skid steer loader etc... shall be provided for Vila & Son.
- This proposal is based on the plant quantity take off from the plant list provided.
- Price quoted is per specifications listed on the plant legend regardless of projected availability.
- Planting soil, tree staking and fertilizer is included per written specifications.
- Melaleuca mulch (3" deep) is included in all beds.
- Quote is valid for 30 days.

EXCLUSIONS:

- Removal and protection of existing trees
- Irrigation system
- St. Augustine and Bahia sod
- Directional bores or Jack & Bore.
- Soil export from site.
- All tree protection barricades by others.
- SFWMD Permit.

1686 D Road Loxahatchee, Florida 33470
Phone:561-795-3070 Fax:561-795-3879

Cell 1305770 3325

- Additional Hand Watering. Irrigation system is to be installed and operational prior to landscape planting.
- Clearing and Grubbing.
- Maintenance.
- Crane.
- Extruded Curbing.

Please do not hesitate to give me a call should you have any questions or require further assistance.

Westshore Pri-Sp[illegible]

Lakeshore Park-Spr

Lakeshore Park, Lake Park, FL : Breakdown per Palm Beach County Annual Roadway Contract (Project 2005055)													
Plant List	Item	Botanical	HT	SPR	CT	CAL	GM	GA	DC	Description	Unit	Price	Extended
Quantity	No.	Name											Total
Plant Material													
8	111	Wright Palm	12'						45	Triple, Heavy, Mastic		\$350.00	\$2,800.00
15	42	Baccharis sinuata	12'						25	Standard		\$225.00	\$3,375.00
1,013	122	Woody Ornamental							3			\$15.00	\$15,195.00
1,013	123	Woody Ornamental							7			\$45.00	\$7,425.00
11	37	Green Buttonwood	10'						25	Standard, Heavy		\$265.00	\$2,915.00
2	59	Madagascar Olive	10-12'						45			\$300.00	\$5,600.00
10	73	Pitch Apple	8'									\$225.00	\$2,250.00
7	74	Pitch Apple	8'									\$274.00	\$1,918.00
12	12	Sabal palmetto							12-15'	Booked		\$225.00	\$2,700.00
Soil													
118	130	50%:50% Backfill										\$45.00	\$6,300.00
													\$5,310.00
Shaded Cells with Bold Contents Denote a Quantity Discrepancy between plant list and actual plan take-off.												Landscape Total	\$44,488.00
0.0000												Project Total	\$44,488.00

TAB 13

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. Tab 13

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☐ DISCUSSION

☒ **ORDINANCE ON FIRST READING**

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: An Ordinance amending Chapter 54 of the Code by adopting the amendments to Chapter 1 of the Florida Building Code and repealing old provisions.

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager

He. Davis

Date:

7/10/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: <input checked="" type="checkbox"/> Town Attorney <u>KER 070507</u> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input checked="" type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Recent changes to the Florida Building Code necessitate the adoption of amendments to Chapter 1 of the Florida Building Code which apply specifically to the Town. The Ordinance is primarily housekeeping with a majority of the text coming directly from the model amendments created by the Building Official Association of Florida. The adoption of this amendment is being requested and recommended by the Town Attorney.

**Town of Lake Park
Community Development Department**



Meeting Date: July 18, 2007
Memo Date: July 11, 2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Chapter 1 FBC amendments

Recent changes to the Florida Building Code necessitate the amendment of Chapter 1 of the Florida Building Code as set forth in the Town of Lake Park's Code, Article I of Chapter 54. The provisions of Chapter 1 of the Florida Building Code were substantially amended during the 2005 legislative amendments to the entire Florida Building Code. The attached Ordinance provides a long overdue and major up date to Chapter 1. The adoption of the this Ordinance is being recommended and has been prepared by the Town Attorney.

The Ordinance also requires the creation of a Construction Board of Adjustments and Appeals to hear appeals of decisions of the Town's Building Official by aggrieved persons. The Code requires that this seven-member board be composed of individuals with knowledge and experience in the technical building codes. Given the required expertise of Board members, the members do not need not be Town residents. This is often the case in smaller municipalities, although the Town may choose to enter into an Interlocal Agreement with the County or another municipality who has an established Board to hear Town appeals. This Board will only meet when necessary, which may very rarely occur. The Ordinance also provides for permit fees to be set by resolution.

In addition to the above changes Section 54 also provides additional property maintenance standards. These changes start on page 54 of the Ordinance.

The property maintenance standards in our existing Code are often deficient or absent when a maintenance issue arises and needs to be cited by the Code Compliance officers. Additionally, the numerous standards we do have are not consolidated in one section and are spread throughout the Code. This results in confusion both for the Code officers and the general public.

The changes suggested consolidate, clarify, and add to existing standards. As an example, we presently do not mention graffiti as a maintenance issue. We presently cite it as a nuisance. It is appropriate to add it to the Code as an issue that must be addressed.

I would also call your attention to Section 54-81 on page 54. There are additional requirements for fences noted in this section which provide for fences to be structurally sound and free from discoloration, staining, and peeling. These additional requirements will provide the code officers with additional tools to help keep everything well maintained.

One of the more substantial changes is the addition of standards designed to limit the amount of time that plywood and hurricane shutters can remain in place (30 days) this is section 54-83 page 55 of the new ordinance. It has been the practice by numerous homes

Patrick Sullivan, AICP Director
Community Development Department
881-3319 Fax 881-3323
psullivan@lakeparkflorida.gov

to cover their windows with plywood at the beginning of the hurricane season and leave them up for 6+ months. Staff is recommending this time limit be imposed in order to promote the aesthetic appearance of the community. The thirty day time limit starts running the day after a warning or watch is lifted. It can be extended for an additional 30 days if a new warning or watch occurs during the first 30 day period. Homes that are not occupied during the hurricane season may erect hurricane structures and leave them up for the entire season as long as they are manufactured shutters and not raw plywood.

The above section also prohibits raw or unpainted plywood from being used to board up vacant buildings.

Patrick Sullivan, AICP Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

ORDINANCE NO. 14-2007

A ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 54, OF THE CODE OF ORDINANCES, ENTITLED "BUILDINGS AND BUILDING REGULATIONS" BY AMENDING ARTICLE I, SECTION 54-7 ENTITLED "STATE BUILDING CODE ADOPTED"; AMENDING SECTION 54-8 ENTITLED "AMENDMENTS ADOPTED"; CREATING NEW CHAPTER 1 WITHIN SECTION 54-8 TO BE ENTITLED "ADMINISTRATION"; CREATING SECTION 101 TO BE ENTITLED "GENERAL"; CREATING SECTION 102 TO BE ENTITLED "APPLICABILITY"; CREATING SECTION 103 TO BE ENTITLED "BUILDING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT"; CREATING SECTION 104 TO BE ENTITLED "DUTIES AND POWERS OF BUILDING OFFICIAL"; CREATING SECTION 105 TO BE ENTITLED "PERMITS"; CREATING SECTION 106 TO BE ENTITLED "CONSTRUCTION DOCUMENTS"; CREATING SECTION 107 TO BE ENTITLED "TEMPORARY STRUCTURES AND USES"; CREATING SECTION 108 TO BE ENTITLED "FEES"; CREATING SECTION 109 TO BE ENTITLED "INSPECTIONS"; CREATING SECTION 110 TO BE ENTITLED "CERTIFICATES AND BUILDING USE"; CREATING SECTION 111 TO BE ENTITLED "TESTS"; CREATING SECTION 112 TO BE ENTITLED "CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS"; CREATING SECTION 113 TO BE ENTITLED "SEVERABILITY"; CREATING SECTION 114 TO BE ENTITLED "VIOLATION AND PENALTIES"; AMENDING ARTICLE III, DIVISION 2 BY REPEALING SECTION 54-92 ENTITLED "UNSAFE RESIDENTIAL BUILDINGS"; REPEALING SECTION 54-98 ENTITLED "PLANNING AND ZONING BOARD"; SECTION 54-129 ENTITLED "UNSAFE DWELLINGS OR STRUCTURES"; AND SECTION 54-130 ENTITLED "UNLAWFUL STRUCTURES"; AMENDING ARTICLE III ENTITLED HOUSING CODE TO CREATE NEW CODE SECTION 54-81 TO BE ENTITLED "PROPERTY MAINTENANCE STANDARDS, GENERAL"; CREATING NEW SECTION 54-82 TO BE ENTITLED "GENERAL REQUIREMENTS FOR THE EXTERIOR AND INTERIOR OF STRUCTURES"; CREATING NEW SECTION 54-83 TO BE ENTITLED "BOARDED UP BUILDINGS; HURRICANE SHUTTER REMOVAL REQUIRED "; CREATING NEW SECTION 54-84 TO BE ENTITLED "ADDITIONAL LANDSCAPE AND PROPERTY STANDARDS"; CREATING NEW SECTION 54-85 TO BE ENTITLED "SUPPLEMENTAL COMMERCIAL PROPERTY MAINTENANCE STANDARDS"; CREATING NEW SECTION 34-129 TO BE ENTITLED "RESPONSIBILITY OF OWNER"; CREATING NEW SECTION 34-130 TO BE ENTITLED "RESPONSIBILITY OF OCCUPANT"; CREATING NEW SECTION 34-131 TO BE ENTITLED "NUISANCE DECLARED"; CREATING NEW SECTION 34-132 TO BE ENTITLED "NUISANCE TO BE ABATED"; CREATING NEW SECTION 54-133 TO BE ENTITLED "PROCEDURE FOR ABATEMENT OF NUISANCE"; CREATING NEW SECTION 54-134 TO BE ENTITLED "APPEAL PROCEDURE"; PROVIDING FOR SEVERABILITY, PROVIDING FOR THE REPEAL OF

LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Article VIII, §2(b) of the Constitution of the State of Florida and Chapter 166, Florida Statutes, the Town of Lake Park, Florida (the "Town") has the governmental and corporate powers of a duly constituted municipality; and

WHEREAS, the Town Commission has adopted general provisions pertaining to Buildings and Building Regulations within the Town, which have been codified in Chapter 54 of the Town Code of Ordinances; and

WHEREAS, the Town has previously adopted the Florida Building Code and amendments to the Code by reference; and

WHEREAS, the provisions of Chapter 1 of the Florida Building Code were substantially amended during the 2005 amendments to the entire Florida Building Code; and

WHEREAS, in order for the Town to adopt the most recent provisions of Chapter 1 of the Florida Building Code, it is necessary to amend portions of Chapter 54, Article I to adopt amendments to Chapter One of the Florida Building Code as required by state law; and

WHEREAS, Town staff has recommended to the Town Commission that the Chapter 1 amendments to the Florida Building Code, be adopted as set forth herein; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to amend Chapter 54, Article I, Sections 54-7 and 54-8 to adopt the Town's Chapter One amendments to the Florida Building Code, by creating Chapter 1 to be entitled "Administration", Section 101 to be entitled "General"; Section 102 to be entitled "Applicability"; Section 103 to be entitled "Building Division of the Community Development Department"; Section 104 to be entitled "Duties and Powers of Building Official"; Section 105 to be entitled "Permits"; Section

106 to be entitled "Construction Documents"; Section 107 to be entitled "Temporary Structures and Uses"; Section 108 to be entitled "Fees"; Section 109 to be entitled "Inspections"; Section 110 to be entitled "Certificates and Building Use"; Section 111 to be entitled "Tests"; Section 112 to be entitled "Construction Board of Adjustments and Appeals"; Section 113 to be entitled "Severability"; Section 114 to be entitled "Violation and Penalties" and to reserve Section 115, and to repeal Section 54-92 entitled "Unsafe residential buildings"; Section 54-98 entitled "Planning and Zoning Board"; Section 54-129 entitled "Unsafe dwellings or structures"; and Section 54-130 entitled "Unlawful structures"; of Article III; and

WHEREAS, in addition, Town Staff has recommended to the Town Commission that Chapter 54, Article III, Sections 54-81, 54-82, 54-83, 54-84, 54-85, 54-129, 54-130, 54-131, 54-132, 54-133, and 54-134 be created to provide additional property and landscape maintenance regulations, to regulate and abate nuisances, and to restrict the erection and removal of hurricane and storm shutters, plywood, and other materials used to cover, board-up, or otherwise block access to windows and doors of a building or structure.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The foregoing recitals are adopted herein as true and correct findings of fact and conclusions of law of the Town Commission.

Section 2. Chapter 54, Article I, Section 54-7 is hereby amended to read as follows:

ARTICLE I GENERALLY

Sec. 54-7. ~~State~~ Florida building code adopted.

There is adopted by reference as fully and to the same extent as if set out at length herein the Florida Building Code, as amended from time to time, as the minimum construction standards for the town; one copy shall be kept on file in the office of the town manager, and another copy shall be kept in the department of community development.

Section 3. Chapter 54, Article I, Section 54-8 is hereby amended to create and include the Chapter One amendments to the Florida Building Code, and creating Chapter 1 to be entitled "Administration", Section 101 to be entitled "General"; Section 102 to be entitled "Applicability"; Section 103 to be entitled "Building Division of the Community Development Department"; Section 104 to be entitled "Duties and Powers of Building Official"; Section 105 to be entitled "Permits"; Section 106 to be entitled "Construction Documents"; Section 107 to be entitled "Temporary Structures and Uses"; Section 108 to be entitled "Fees"; Section 109 to be entitled "Inspections"; Section 110 to be entitled "Certificates and Building Use"; Section 111 to be entitled "Tests"; Section 112 to be entitled "Construction Board of Adjustments and Appeals"; Section 113 to be entitled "Severability"; Section 114 to be entitled "Violation and Penalties" and Section 115 (Reserved) are hereby created and Section 54-92 entitled "Unsafe residential buildings"; Section 54-98 entitled "Planning and zoning board"; Section 54-129 entitled "Unsafe dwellings or structures"; and Section 54-130 entitled "Unlawful structures"; of Article III, are hereby repealed to read as follows:

Sec. 54-8. Chapter one amendments Amendments adopted.

~~There is hereby adopted by reference, as fully and to the same extent as if set out at length herein, the amendments to the Florida Building Code, as amended from time to time, as part of the minimum construction standards for the town; one copy is now and has been, for the ten days preceding the adoption of the ordinance from which this section is derived, on file in the office of the town manager.~~

CHAPTER ONE ADMINISTRATION

SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as "this code."

101.2 Scope. The provisions of this chapter shall govern the administration and enforcement of the *Florida Building Code* and shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal

and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures as herein amended by the Town of Lake Park, Florida.

Exceptions:

1. Detached one and two family dwellings and multiple single family dwellings (town homes) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the *Florida Building Code, Residential*.
2. Existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the current edition of the *Florida Existing Building Code*.

101.2.1 Unsafe Buildings shall be abated using the International Property Maintenance Code current edition, promulgated by the International Code Commission, Inc., subject to all amendments, modifications or deletions hereinafter contained.

101.2.2 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Permitting and inspection. The permitting or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. The town shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no Building or Community Development Department employee shall be liable in tort for damages from such conditions, in accordance with Section 768.28(9) (a), Florida Statutes, as may be amended.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Electrical. The provisions of Chapter 27 of the *Florida Building Code, Building* shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.2 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.3 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.4 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.5 Residential. The provisions of the *Florida Building Code, Residential* shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures.

101.4.6 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.7 Energy. The provisions of Chapter 13 of the *Florida Building Code, Building* shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.8 Accessibility. For provisions related to accessibility, refer to Chapter 11 of the *Florida Building Code, Building*.

101.4.9 Existing Buildings. The provisions of the *Florida Existing Building Code* shall apply to the repair, alteration, change of occupancy, addition, and relocation of existing buildings. A building or portion of a building that has not been previously occupied or used for its intended purpose shall comply with the provisions of the *Florida Building Code* for new construction.

SECTION 102 **APPLICABILITY**

102.1 General. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

102.1.1 The *Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements, and owner specifications or programmatic requirements which do not pertain to, and govern, the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities, or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the citing of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law. In addition to the requirements of this code, there may be other regulations by other agencies affecting details of development, building design and construction, such as, but not limited to:

TABLE INSET:

<u>OTHER AGENCIES</u>	<u>TOPICS REGULATED</u>
<u>Federal and State DEP</u>	<u>Wetlands and Dock Permitting</u>
<u>State Health Department</u>	<u>Wells and Septic Systems</u>
<u>Lake Park Public Safety</u>	<u>Commercial Building Security</u>
<u>Lake Park Land Development:</u>	<u>Flood Damage Prevention Ordinance</u>
	<u>Zoning Regulations</u>
<u>Lake Worth Drainage District</u> <u>South Florida Water Management District</u> <u>Palm Beach County</u>	<u>Drainage Systems</u>
<u>Florida Department Transportation</u>	<u>Drainage and Access</u>
<u>Florida DEP</u>	<u>Discharge Pollution Elimination</u>

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building*

Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Buildings and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II, Section 553.501-553.513, Florida Statutes, relating to accessibility by persons with disabilities and permits shall be required for structural support and tie down, electric supply, and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

102.2.1 In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Buildings or structures for residential uses moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

- 1. The building or structure is structurally sound meeting the wind speed requirements of the new location and is in occupiable condition for its intended use;
- 2. The occupancy use classification for the building or structure is not changed as a result of the move;
- 3. The building is not substantially remodeled;
- 4. Current fire code requirements for ingress and egress are met;
- 5. Electrical, gas and plumbing systems meet the codes in force at the time of original construction and are operational and safe for reconnection; and
- 6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the applicable Florida Statutes for all buildings or structures of the residential occupancy class.

102.2.3 The building official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is

placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides, or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 At its own option, each enforcement district or local enforcement agency may promulgate rules granting to the owner of a single family residence one or more exemptions from the *Florida Building Code* relating to replacing non-structural components of building systems in the residence.

102.2.5.1 The resident of an existing single family dwelling shall be exempt from permitting and inspection requirements when replacing non-structural components of building systems in the residence, without connection to electric power or pressure piping. A licensed contractor performing component replacement work on residential properties shall be exempt from individual permits and inspections if under a valid Annual Permit per Section 105.1.1 of this Code and all such work is reported as required in Section 105.1.2 of this Code for compliance evaluation. But no added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision, for any person.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one-or two-family dwelling except as provided for in the Town's land development regulations.

Exception: Electrical service to any playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.5 Reserved.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, or the *Florida Fire Prevention Code*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the *Standard Building Code* (prior to March 1, 2002), the wind speed map of the *Standard Building Code* shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.

102.8 Rules of Construction. The rules set out in this section shall be observed, unless such construction is inconsistent with the manifest intent of this chapter. The rules of construction and definitions set out here shall not be applied to any section of this chapter which contains any express provisions excluding such construction, or where the subject matter or content of such section would be inconsistent with this section.

102.8.1 Generally. All provisions, terms, phrases and expressions contained in this division shall be liberally construed in order that the true intent and meaning of the administration of the jurisdiction may be fully carried out. Terms used in this division, unless otherwise specifically provided, shall have the meanings prescribed by the statutes of this state for the same terms.

102.8.2 Text. In case of any difference of meanings or implication between the text of this division and any figure, the text shall control.

102.8.3 Delegation of authority. Whenever a provision appears requiring the building official or some other officer or employee to do some act or perform some duty, it is to be construed to authorize the building official or other officer to designate, delegate and authorize professional level subordinates to perform the required act or duty unless the terms of the provision or section specify otherwise.

102.8.4 Month. The word “month” shall mean a calendar month.

102.8.5 Shall, may. The word “shall” is mandatory; “may” is permissive. The word “shall” takes precedence over “may”.

102.8.6 Written or in writing. The term “written” or “in writing” shall be construed to include any representation of words, letters or figures whether by printing or otherwise.

102.8.7 Year. The word “year” shall mean a calendar year, unless a fiscal year is indicated.

102.8.8 Interpretation. Interpretations of this chapter shall be made by the building official.

102.9 Words Defined

Abandon or abandonment. (1) Termination of a construction project by a contractor without just cause or proper notification to the owner including the reason for termination. (2) Failure of a contractor to perform work without just cause for ninety (90) days. (3) Failure to obtain an approved inspection within one hundred eighty (180) days from the previous approved inspection.

Appraised value. For the purpose of this section, appraised value is defined as either (1) one hundred and twenty (120) percent of the assessed value of the structure as indicated by the Palm Beach County Property Appraiser's Office or (2) the value as indicated in a certified appraisal from a certified appraiser.

Assessed value. The value of real property and improvements thereon as established by the Palm Beach County Property Appraiser.

Authorized agent. A person specifically authorized by the holder of a certificate of competency to obtain permits in his stead.

Basis Wind Speed Line. The basic wind speed line for the jurisdiction shall be as established by the wind speed contour map attached to, and made part of, this chapter is applicable.

Board. The Town of Lake Park Board of Adjustments and Appeals, unless otherwise specifically stated herein or unless the Town contracts with another local government through an interlocal or other agreement to use another local government's board to function as the Town's board.

Building official. The Town's building official or his/her authorized designee.

Building shell. The structural components that completely enclose a building, including, but not limited to, the foundation, structural frame, floor slabs, exterior walls and roof system.

Building system. A functionally related group of elements, components and/or equipment, such as the electrical, plumbing and mechanical systems of a building.

Certificate of occupancy (C.O.). An official document evidencing that a building satisfies the requirements of the jurisdiction for the occupancy of a building.

Certificate of Completion (C.C.). An official document evidencing that a building satisfies the requirements of the jurisdiction for the completions of a building.

Change of occupancy. A change from the *Florida Building Code* occupancy classification or sub classification to another.

Commercial building. Any building, structure, improvement or accessory thereto, other than a one- or two-family dwelling.

Demolition. The act of razing, dismantling or removal of a building or structure, or portion thereof, to the ground level.

Examination. An exam prepared, proctored and graded by a recognized testing agency unless otherwise implied in context or specifically stated otherwise.

Imminent Danger. Structurally unsound conditions of a structure or portion thereof that is likely to cause physical injury to a person entering the structure; or due to structurally unsound conditions, any portion of the structure is likely to fall, be carried by the wind, or otherwise detach or move, and in doing so cause physical injury or damage to a person on the property or to a person or property nearby; or the condition of the property is such that it harbors or is inhabited by pests, vermin, or organisms injurious to human health, the presence of which constitutes an immediate hazard to people in the vicinity.

Inspection warrant. A court order authorizing the official or his designee to perform an inspection of a particular property named in the warrant.

Intensification of use. An increase in capacity or number of units of a residential or commercial building.

Permit. An official document authorizing performance of a specific activity regulated by this chapter.

Permit card or placard. A document issued by the jurisdiction evidencing the issuance of a permit and recording the inspections.

Site. The physical clearing of the site in preparation for foundation work including, but not limited to, site clearing, excavation, dewatering, pilings and soil testing activities.

SECTION 103

BUILDING DIVISION OF COMMUNITY DEVELOPMENT DEPARTMENT

103.1 Establishment. There is hereby established a department to be called the community development department which shall include a building division and the person in charge of the building division shall be known as the building official. All code officials employed by the community development department shall be certified in accordance with Chapter 468, Part XII, Florida Statutes.

103.2 Employee qualifications

103.2.1 Building official's qualifications. The building official shall have at least ten years combined experience as an architect, engineer, construction code official, contractor, or construction superintendent, with at least five years of such experience in supervisory positions. The building official shall be certified (active and in good standing) as a building official or building code administrator by the State of Florida.

103.2.2 Chief inspector qualifications. The building official, with the approval of the Town Manager, may designate chief inspectors to administer the provisions of the Building, Electrical, Gas, Mechanical, Plumbing, Residential, and Existing Building Codes. Each chief inspector shall have at least ten years combined experience as an architect, engineer, construction code official, contractor, or construction superintendent with at least five years of such experience in supervisory positions.

103.2.3 Plans examiner and inspector qualifications. The building official, with the approval of the Town Manager, may appoint or hire such number of officers, plans examiners, inspectors, assistants and other employees as shall be authorized from time to time. A person shall not be appointed or hired as a plans examiner or inspector of construction who has not had at least five years experience as a building inspector, engineer, architect, or as a superintendent, foreman, or competent mechanic in charge of construction, in the corresponding trade. The plans examiners and inspectors shall be certified, through the State of Florida for the appropriate trade.

103.2.4 Deputy building official qualifications. The building official may designate as a deputy an employee in the community development department who shall, during the absence or disability of the building official, exercise all the powers of the building official. The deputy building official shall have the same qualifications listed in 103.2.1.

103.3 Restrictions on employees. An officer or employee connected with the community development department, except one whose only connection is as a member of the board established by this code, shall not be financially interested in the furnishing of labor, material, or appliances for the construction, alteration, or maintenance of a building, structure, service, system, or in the making of plans or of specifications thereof, unless he/she is the owner of such. This officer or employee shall not engage in any other work which is inconsistent with their duties or conflict with the interests of the community development department.

103.4 Records. The building official shall keep, or cause to be kept, a record of the business of the community development department. The records of the community development department shall be open to public inspection.

103.5 Reports. The building official may submit annually a report covering the work of the community development department during the preceding year. He/she may incorporate in said report a summary of the decisions of the Construction Board of Adjustments and Appeals during said year.

SECTION 104

DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The building official is hereby authorized and directed to enforce the provisions of this code. The building official is further authorized to render interpretations of this code and adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code and shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Right of entry.

104.2.1 Whenever necessary to make an inspection to enforce any of the provisions of this code, or whenever the building official has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building, structure, premises, electrical, gas, mechanical or plumbing systems unsafe, dangerous or hazardous, the building official may enter such building, structure or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this code. If such building or premises are occupied, he/she shall first present proper credentials and request entry. If such building, structure, or premises are unoccupied, he shall first make a reasonable effort to locate the owner or other persons having charge or control of such and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

104.2.2 When the building official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner or occupant or any other persons having charge, care or control of any building, structure, or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the building official for the purpose of inspection and examination pursuant to this code.

104.3 Stop work orders. Upon notice from the building official, work on any building, structure, electrical, gas, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner, shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to their agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work.

104.4 Revocation of permits

104.4.1 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, in case there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

104.4.2 Violation of code provisions. The building official or his designee may revoke a permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code and all other pertinent laws and ordinances as adopted by the State of Florida, the Town of Lake Park, or any agency with jurisdiction.

104.5 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with this code. The extent of repairs shall be determined by the building official.

When the building official or his designee determines that an unsafe building, structure or service system cannot be reasonably repaired in accordance with this or the technical codes, it shall be demolished in accordance with this section.

104.5.1 When the building official or his designee determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this code he/she shall, in accordance with established procedure for legal notices, give the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system written notice stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof.

104.5.2 If necessary, such notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated forthwith and not reoccupied until the specified repairs and improvements are completed, inspected and approved by the building official. The building official shall cause to be posted at each entrance to such building a notice stating: **THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL.** Such notice shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove such notice without written permission of the building official, or for any person to enter the building, or use such systems except for the purpose of making the required repairs or of demolishing same.

104.5.3 The owner, agent or person in control shall have the right to appeal from the decision of the building official, as provided hereinafter, and to appear before the Construction Board of Adjustments and Appeals at a specified time and place to show cause why he should not comply with said notice.

104.5.4 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the building official, after having ascertained the cost, shall cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, or required to remain vacant or unused.

104.5.5 The decision of the building official shall be final in cases of emergency, which, in the opinion of the building official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

104.5.6 Costs incurred under 104.5.4 and 104.5.5 shall be charged to the owner of the premises involved. If charges are not paid within a ten (10) day period following the billing notification sent by certified mail, the owner of the premises will be charged in the following manner:

1. The building official shall assess the entire cost of such vacation, demolition, or removal against the real property upon which such cost was incurred, which assessment shall include but not be limited to, all administrative costs specifically including professional and legal fees and expenses, postal expenses, newspaper publication, and shall constitute a lien upon such property superior to all others except taxes.
2. The Clerk of the Circuit Court shall file such lien in Palm Beach County's Official Record Book showing the nature of such lien, the amount thereof and an accurate legal description of the property, including the street address, which lien shall be effective from the date of filing and recite the names of all persons notified and interested persons. After three (3) months from the filing of any such lien which remains unpaid, the Town may foreclose the lien in the same manner as mortgage liens are foreclosed. Such lien shall bear interest from date of abatement of nuisance at the rate of eleven (11) percent per annum or at the current statutory rate, whichever is greater, and shall be enforceable if unsatisfied as other liens may be enforced by the Town.

104.6 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or the other technical codes, shall be determined by the building official. In addition, other requirements to implement, clarify or set procedures to accomplish the intent of this code may be set in writing by the building official and may be posted electronically for public access.

104.7 Reserved.

104.8 Reserved.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the building official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the building official.

104.10 Reserved.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. When alternate life safety systems are designed, the *SFPE Engineering Guide to Performance-Based Fire Protection Analysis and Design of Buildings*, or other methods approved by the building official may be used. The building official shall require that sufficient evidence or proof be submitted to substantiate any claim made regarding the alternative.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the building official for the period required for retention of public records.

104.11.3 Accessibility. Alternative designs and technologies for providing access to and usability of a facility for persons with disabilities shall be in accordance with Section 11.2.2.

SECTION 105

PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.1.1 Food permit. As per Section 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having value of less than \$1,000.00, providing, however, that such work will not effect the structural integrity, fire rating, exit access or egress requirements.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.
3. The replacement of common household plumbing fixtures to existing supply lines and outlets. This does not include water heaters.

Electrical:

1. Repair or replacement of common household electrical switches and outlets on the load side of the electrical source.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the

next working business day to the building official. Prior notification shall be given to the building official including the work address, nature of emergency and scope of work.

105.2.2 Minor repairs. Ordinary minor repairs or installation of replacement parts may be made with the prior approval of the building official without a permit, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; additionally, ordinary minor repairs shall not include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.2 Reserved.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the community development department for that purpose. Permit application forms shall comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the latest edition of the *Florida Building Code*, the state minimum building code in effect in the Town on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

105.3.1 Action on application. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the building official shall reject such application in writing, stating the reasons therefore. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the building official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, state community college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit

provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Electrical documents for any new building or addition which requires an aggregate service capacity of 600 amperes (240 volts) or more on a residential electrical system or 800 amperes (240 volts) or more on a commercial or industrial electrical system and which costs more than \$50,000.
2. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$50,000.
3. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. A Contractor I, Contractor II, or Contractor IV, certified under Section 633.521 Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
4. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$50,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$50,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system. It therefore could not be designed by a mechanical or air conditioning contractor.

NOTE: It was further clarified by the Florida Building Commission that the limiting criteria of 100 persons and \$50,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

5. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned six months after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date and justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the *Florida Building Code* or the Town's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting

agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within one year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.4 Conditions of the permit.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall expire unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced. Permits issued for the demolition of a structure shall expire sixty days from the date of issuance. For a justifiable cause, one extension of time for a period not exceeding thirty days may be allowed. Such request shall be in writing to the building official.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit is not obtained within six months from the date the initial permit became null and void, the building official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within six months. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 90 days each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal reissuance of a permit shall be set forth by the administrative authority.

105.5 Reserved.

105.6 Reserved.

105.7 Placing of permit. Work requiring a permit shall not commence until the permit holder or his agent places the permit card and all related documents in a conspicuous place on the premises. The permit and all related documents shall be protected from the weather and located in such position as to allow the building official or representative to conveniently make the required entries thereon. The permit and all related documents shall be maintained in such position by the permit holder until the Certificate of Occupancy or Completion is issued by the building official.

105.8 Notice of commencement. As per Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 18-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and written approval of the building official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits, shall be subject to a penalty of two hundred percent (200%) of the regular permit fee in addition to the required permit fees..

105.13 Phased permit approval. After submittal of the appropriate construction documents, the building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Affidavits. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The building official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the building official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the approved plans, specifications, and the requirements of the technical codes. Where the building official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The building official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the building official.

SECTION 106

CONSTRUCTION DOCUMENTS

106.1 Submittal documents. Construction documents, special inspection and structural observation programs, and other data shall be submitted in two or more sets with each application for a permit. The construction documents shall be prepared by a design professional

where required by the statutes. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect or engineer legally registered under the laws of this state regulating the practice of architecture as provided for in Chapter 481, Florida Statutes, Part I, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal, original signature and date to said drawings, specifications and accompanying data, as required by Florida Statute. If the design professional is a landscape architect registered under the laws of this state regulating the practice of landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, then he or she shall affix his or her seal, original signature and date to said drawings, specifications and accompanying data as defined in Section 481.303(6)(a)(b)(c)(d), FS.

106.1.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official (see also Section 106.3.5).

106.1.1.1 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

106.1.1.2 For roof assemblies required by the code, the construction documents shall illustrate, describe, and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer for the specific site must be submitted with the construction documents.

106.1.2 Additional data. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, original signature and date as state law requires.

106.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish through policy, other standards for plans and specifications, in order to provide conformity to its record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management.

106.2 Reserved.

106.3 Examination of documents. The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

- 1.** Building plans approved pursuant to Section 553.77(6), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly (including utility crossover connections) and construction at the site are subject to local permitting and inspections.
- 2.** Industrial construction on sites where design, construction and fire safety are supervised by licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval of the building official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

106.3.1 Approval of construction documents. When the building official issues a permit, the construction documents shall be endorsed, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative.

106.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

106.3.3 Product approvals. Those products which are regulated by the Department of Community Affairs ("DCA") Rule 9B-72 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

106.3.4 Reserved.

106.3.4.1 Reserved.

106.3.4.2 Reserved.

106.3.4.3 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one-and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

106.3.5 Minimum plan review criteria for buildings. The examination of the documents by the building official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; and all exterior elevations:

106.3.5.1 Commercial Buildings:

106.3.5.1.1 Building

1. Site requirements:

Parking

Fire access

Vehicle loading

Driving/turning radius

Fire hydrant/water supply/post indicator valve (PIV)

Set back/separation (assumed property lines)

Location of specific tanks, water lines and sewer lines

2. Occupancy group and special occupancy requirements shall be determined.

3. Minimum type of construction shall be determined (see Table 503).

4. Fire-resistant construction requirements shall include the following components:

Fire-resistant separations

Fire-resistant protection for type of construction

Protection of openings and penetrations of rated walls

Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:

Early warning smoke evacuation systems

Schematic fire sprinklers

Standpipes

Pre-engineered systems

Riser diagram

Same as above.

6. Life safety systems shall be determined and shall include the following requirements:

Occupant load and egress capacities

Early warning

Smoke control

Stair pressurization

Systems schematic

7. Occupancy load/egress requirements shall include:

Occupancy load

Gross

Net

Means of egress

Exit access

Exit

Exit discharge

Stairs construction/geometry and protection

Doors

Emergency lighting and exit signs

Specific occupancy requirements

Construction requirements

Horizontal exits/exit passageways

8. Structural requirements shall include:

Soil conditions/analysis

Termite protection

Design loads

Wind requirements

Building envelope

Structural calculations (if required)

Foundation

Wall systems

Floor systems

Roof systems

Threshold inspection plan

Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

Wood

Steel

Aluminum

Concrete

Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)
Roofing
Insulation

10. Accessibility requirements shall include the following:

Site requirements
Accessible route
Vertical accessibility
Toilet and bathing facilities
Drinking fountains
Equipment
Special occupancy requirements
Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)
Light and ventilation
Sanitation

12. Special systems:

Elevators
Escalators
Lifts

106.3.5.1.2 Electrical

1. Electrical:

Wiring
Services
Feeders and branch circuits
Over current protection
Grounding
Wiring methods and materials
GFCIs

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

7. Load calculations

106.3.5.1.3 Plumbing

1. Minimum plumbing facilities

2. Fixture requirements

3. Water supply piping

4. Sanitary drainage

5. Water heaters

6. Vents

7. Roof drainage

8. Back flow prevention

9. Irrigation

10. Location of water supply line

11. Grease traps

12. Environmental requirements

13. Plumbing riser

106.3.5.1.4 Mechanical

1. Energy calculations

2. Exhaust systems:

Clothes dryer exhaust

Kitchen equipment exhaust

Specialty exhaust systems

3. Equipment

4. Equipment location

5. Make-up air

6. Roof-mounted equipment

- 7. Duct systems
- 8. Ventilation
- 9. Combustion air
- 10. Chimneys, fireplaces and vents
- 11. Appliances
- 12. Boilers
- 13. Refrigeration
- 14. Bathroom ventilation
- 15. Laboratory

106.3.5.2 Gas

- 1. Gas piping
- 2. Venting
- 3. Combustion air
- 4. Chimneys and vents
- 5. Appliances
- 6. Type of gas
- 7. Fireplaces
- 8. LP tank location
- 9. Riser diagram/shutoffs

106.3.5.3 Demolition

- 1. Asbestos removal

106.3.5.4 Residential (one- and two-family)

- 1. Site requirements
Set back/separation (assumed property lines)
Location of septic tanks

2. Fire-resistant construction (if required)

3. Smoke detector locations

4. Egress:

Egress window size and location
stairs construction requirements

5. Structural requirements shall include:

Wall section from foundation through roof, including assembly and materials
connector tables wind requirements structural calculations (if required)

6. Accessibility requirements: Show/identify accessible bath

7. Electrical:

Electric service riser with wire sizes, conduit detail and grounding detail.
Complete load calculations, Panel schedules

8. Mechanical:

Energy calculations, Equipment and location, Duct systems

9. Plumbing

Plumbing rise

106.3.5.5 Swimming pools: Barrier requirements, Spas, Wading pools

106.3.5.6 Exemptions. Plans examination by the building official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.

2. Minor electrical, plumbing and mechanical repairs

3. Prototype plans

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

4. Manufactured buildings plans except for foundations of buildings which are constructed on site.

106.4 Amended construction documents. Work shall be installed in accordance with the reviewed construction documents, and any changes made during construction that are not in compliance with the reviewed construction documents shall be resubmitted for review as an amended set of construction documents.

106.5 Retention of construction documents. One set of approved construction documents shall be retained by the building official as required by Florida Statutes.

106.6 Reserved.

SECTION 107 **TEMPORARY STRUCTURES AND USES**

107.1 General. The building official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

107.2 Conformance. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure the public health, safety and general welfare.

107.3 Temporary power. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the *Florida Building Code, Building*.

107.4 Termination of approval. The building official is authorized to terminate a permit for a temporary structure or use, and to order the temporary structure or use to be discontinued.

SECTION 108 **FEES**

108.1 Prescribed fees. A permit shall not be issued until fees authorized under Section 553.80, Florida Statutes, have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, due to an increase in the estimated cost of the building, structure, electrical, plumbing, mechanical or gas systems, has been paid.

108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the Town.

- 108.2.1** **Types of Fees Enumerated.** Fees may be charged for but not limited to the following:
- Permits
 - Plans Examination
 - Inspection
 - Certificates of Competency (including fees for applications, examinations, renewal late renewal)

- Impact fees
- Planning and Zoning review fees
- Administrative fees
- Variance requests
- Administrative appeals
- Violations
- Other fees established by local ordinance

108.3 Building permit valuation. If, in the opinion of the building official, the claimed valuation of building, alteration, structure, electrical, gas, mechanical or plumbing systems appears to be underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates, and/or bona fide signed contracts (excluding land value) to meet the approval of the building official. For permitting purposes, valuation of buildings and systems shall be total replacement value to include structural, electric, plumbing, mechanical, interior finish, normal site work (excavation and backfill for buildings), architectural and design fees, marketing costs, overhead and profit; excluding only land value. Valuation references may include the latest published data of national construction cost analysis services (Marshall-Swift, Means, etc.), or as published by International Code Congress bi-annually, with regional adjustments for location.

108.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits shall be subject to a penalty fee in addition to the required permit fees, as set in approved schedule of fees. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the building official's approval or the necessary permits, shall be subject to a penalty of two hundred percent (200%) of the regular permit fee in addition to the required permit fees..

108.5 Reserved.

108.6 Reserved.

SECTION 109 **INSPECTIONS**

109.1 General. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the building official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

109.1.2 Inspection Service. The building official may make, or cause to be made, the inspections required by Section 109. He or she may accept reports of inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, Qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the building official. The building official shall ensure that all persons making such inspections shall be licensed in accordance to Part XII Chapter 468 Florida Statutes.

109.1.3 Resident Inspection Services. The building official may require the owner to employ an inspection service who although compensated by the owner shall report to the building official. Such inspectors shall be adequately present at times work is underway on the structural elements of the building. Such inspectors shall be a registered architect, or engineer, or a person licensed under Chapter 468, Part XII, Florida Statutes. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the Resident Inspector. At the completion of the construction work or project, such inspectors shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawings and specifications. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

109.2 Preliminary inspection. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

109.2.1 Existing building inspections. Before issuing a permit, the building official may examine or cause to be examined any building, electrical, gas, mechanical, or plumbing systems for which an application has been received for a permit to enlarge, alter, repair, move, demolish, install, or change the occupancy. He/she may inspect the buildings, structures, electrical, gas, mechanical and plumbing systems, from time to time, before, during and upon completion of the work for which a permit was issued. He/she shall make a record of every such examination and inspection and of all observed violations of the technical codes. Additional regulations in Chapter 34 of this code may apply.

109.2.2 Manufacturers and fabricators. When deemed necessary by the building official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

109.3 Required inspections. The building official upon notification from the permit holder or his or her agent shall make the following inspections, and such other inspections as deemed necessary, and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the

technical codes. The building official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection. A complete survey, or special purpose survey may be required before an inspection is approved.

A. Building.

1. Foundation inspection. To be made after trenches are excavated and forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1 Slab Inspection: To be made after the reinforcement is in place, all concealed conduit, piping, ducts and vents are installed and the electrical, plumbing and mechanical work is complete. Slab shall not be poured until all required inspections have been made and passed.

A foundation/Form board survey prepared and certified by a registered surveyor shall be required for all new construction prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector.

2. Framing inspections. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and shall at a minimum include the following building components:

- Window/door framing and installation
- Vertical cells/columns
- Lintel/tie beams (including truss layout and Engineered drawings)
- Framing/trusses/bracing/connectors
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation
- Accessibility.

3. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place.

4. Gypsum Board Nailing Inspection

5. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing

- Sheathing fasteners
- Roof/wall dry-in
- Sheathing/cladding inspection
- Window/door buck attachment

6. Roofing inspection. Shall at a minimum include the following building components:

- Dry-in
- Insulation
- Roof coverings (including In Progress)
- Flashing

7. Final inspection. To be made after the building is completed and ready for occupancy.

8. Swimming pool inspection.

- First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.
- Underground electric inspection
- Underground plumbing inspection including a pressure test
- Deck Inspection to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place)
- Final inspections are to be made when the swimming pool is complete and all required enclosure requirements are in place.
In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 424.2.17.
- Final electric inspection to be made prior to filling the swimming pool with water.
- Final permanent barrier inspection to be made prior to filling the swimming pool with water.

9. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

10. Manufactured building inspections. The building official or his designee shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 423.27.20).

B. Electrical.

1. Underground inspection (including bonding and ground). To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Low Voltage: To be made for security, alarm, elevator, and special uses prior to being covered from view.
4. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

C. Plumbing.

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section P312 of the *Florida Building Code, Plumbing* for required tests.

D. Mechanical.

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

E. Gas.

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

F. Site Debris.

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles prior to receiving final inspection approval. Construction job sites must be kept clean, such that accumulation of construction debris must not remain on the property for a period of time exceeding 14 days.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

109.3.1 Written release. Work shall not be done on any part of a building, structure, electrical, gas, mechanical or plumbing system beyond the point indicated in each successive inspection without first obtaining a written release from the building official. Such written release shall be given only after an inspection has been made of each successive step in the construction or installation as indicated by each of the foregoing three inspections.

109.3.2 Reserved.

109.3.3 Reinforcing steel and structural frames. Reinforcing steel or structural framework of any part of any building or structure shall not be covered or concealed without first obtaining a release from the building official. Certification that field welding and structural bolted connections meet design requirements shall be submitted to the building official, upon request.

109.3.4 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.6, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the building official has been received.

109.3.5 Shoring. For threshold buildings, shoring and associated formwork or false work shall be designed and inspected by a Florida licensed professional engineer.

employed by the permit holder or subcontractor, prior to any required mandatory inspections by the threshold building inspector.

109.3.6 Threshold building.

109.3.6.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents.

109.3.6.2 The special inspector shall inspect the shoring and reshoring for conformance to the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building which does not meet the minimum size, height, occupancy, occupancy classification or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7) Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code, Building*.

109.3.6.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

109.3.6.4 Each enforcement agency shall require that, on every threshold building:

109.3.6.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, shall file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

109.3.6.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

109.3.6.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

109.3.6.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this section and Chapter 633, Florida Statutes.

109.3.6.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

109.3.6.6 The building official may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building official. The building official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

109.3.8 Plaster fire protection. In all buildings where plaster is used for fire protection purposes, the permit holder or his agent shall notify the building official after all lathing and backing is in place. Plaster shall not be applied until the release from the building official has been received.

109.3.9 Fire resistant joints and penetrations. The protection of joints and penetrations in required fire resistant construction assemblies shall not be covered or concealed from view without first obtaining a release from the building official.

109.3.10 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise,

water or drainage run-offs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed engineer shall be submitted to the inspector in order to receive approval of the final inspection.

109.4 Inspections prior to issuance of Certificate of Occupancy or Completion. The building official shall inspect or cause to be inspected, at various intervals, all construction or work for which a permit is required, and a final inspection shall be made of every building, structure, electrical, gas, mechanical or plumbing system upon completion, prior to the issuance of the Certificate of Occupancy or Certificate of Completion.

109.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

109.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

SECTION 110 **CERTIFICATES AND BUILDING USE**

110.1 Certificate of Occupancy.

110.1.1 Building occupancy. A new building shall not be occupied or a change made in the occupancy, nature or use of a building or part of a building until after the building official has issued a Certificate of Occupancy. Said certificate shall not be issued until all required electrical, gas, mechanical, plumbing and fire protection systems have been inspected for compliance with the technical codes and other applicable laws and ordinances and released by the building official. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

110.1.2 Issuing Certificate of Occupancy. Upon satisfactory completion of construction of a building or structure and installation of electrical, gas, mechanical and plumbing systems in accordance with the technical codes, reviewed plans and specifications, and after the final inspection, the building official shall issue a Certificate of Occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the building official.
7. The edition of the code under which the permit was issued.
8. The use and occupancy, in accordance with the provisions of Chapter 3.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler system is provided, whether the sprinkler system is required.
12. Any special stipulations and conditions of the building permit.

110.1.3 Revocation. The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulations or any provisions of this code.

110.1.4 Temporary/partial occupancy. A temporary/partial Certificate of Occupancy or Certificate of Completion may be issued for a portion or portions of a building that may safely be occupied prior to final completion of the building. The building official may require, once all life safety issues have been complied with, an applicant to provide adequate cash surety for unfinished work or revision of plans until a permanent Certificate of Occupancy or Certificate of Completion is granted. The purpose of the cash surety is to insure completion of work under this permit. Such cash surety shall be equal to one hundred ten percent (110%) of the estimated value of the remaining work, including labor and material, as determined by the design professional. The design professional shall submit a signed and sealed document attesting to the amount required to cover the cash surety. If work has not been completed and all finals requested within 90 days of issuance of the initial Temporary/Partial Certificate of Occupancy or Certificate of Completion, the jurisdiction retains the right to have the applicant surrender the cash surety. The jurisdiction then may use the surety to finish the remaining work. The surety shall be in the form of cash money, certified check, or cashiers check. Surety shall be returned upon approval of all final inspections and upon written request that has been approved by the building official.

110.2 Certificate of Completion. Upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a Certificate of Completion may be issued. This certificate is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy or connect a building, such as a shell building, prior to the issuance of a Certificate of Occupancy.

110.3 Service Utilities.

110.3.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system which is regulated by the technical codes for which a permit is required, until released by the building official and a Certificate of Occupancy or Completion is issued. The servicing utility company shall not connect the power supply until notified by the building official.

110.3.2 Temporary connection. The building official may authorize the temporary connection of the building or system to the utility source of energy, fuel or power for the purpose of testing building service systems or for use under a temporary Certificate of Occupancy.

110.3.3 Authority to disconnect service utilities. The building official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by the technical codes, in case of emergency where necessary to eliminate an immediate hazard to life, property, or unsafe condition. The building official shall notify the serving utility and, whenever possible, the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

110.4 Posting floor loads.

110.4.1 Occupancy. An existing or new building shall not be occupied for any purpose that will cause the floors thereof to be loaded beyond their safe capacity. The building official may permit occupancy of a building for mercantile, commercial or industrial purposes, by a specific business, when he/she is satisfied that such capacity will not thereby be exceeded.

110.4.2 Storage and factory-industrial occupancies. It shall be the responsibility of the owner, agent, proprietor or occupant of Group S and Group F occupancies, or any occupancy where excessive floor loading is likely to occur, to employ a competent architect or engineer in computing the safe load capacity. All such computations shall be accompanied by an affidavit from the architect or engineer stating the safe allowable floor load on each floor in pounds per square foot uniformly distributed. The computations and affidavit shall be filed as a permanent record of the building division.

110.4.3 Signs required. In every building or part of a building used for storage, industrial or hazardous purposes, the safe floor loads, as reviewed by the building official on the plan, shall be marked on plates of approved design which shall be supplied and securely affixed by the owner of the building in a conspicuous place in each story to which they relate. Such plates shall not be removed or defaced, and if lost, removed or defaced, shall be replaced by the owner of the building.

SECTION 111

TESTS

The building official may require tests or test reports as proof of compliance. Required tests are to be made at the expense of the owner, or agent, by an approved testing laboratory or other approved agency.

SECTION 112

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

112.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustments and Appeals, which shall consist of seven members and two alternates. The Town Commission shall appoint the Board unless the Town Commission contracts with another local government to use their Board as the Town's Board.

112.2 Membership and Terms.

112.2.1 Membership. The Construction Board of Adjustments and Appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, when feasible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

112.2.2 Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month period. The two alternates, if appointed, shall serve one-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12 month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

112.2.3 Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the building official, not less than four affirmative votes, but not less than a majority of the

board, shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

112.2.4 Secretary of board. The building official or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

112.3 Powers. The Construction Board of Adjustments and Appeals shall have the power, as further defined in 112.4, to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes. The Board shall constitute the Contractor Regulatory Board of the Town of Lake Park pursuant to Chapter 489 F.S. for hearings on the performance of state licensed certified contractors.

112.4 Appeals.

112.4.1 Decision of the building official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the building official to the Construction Board of Adjustments and Appeals whenever any one of the following conditions are claimed to exist:

1. The building official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

112.4.2 Variances. The Construction Board of Adjustments and Appeals, when so appealed to and after a hearing, may vary the application of any provision of this code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this code to other buildings, structures or service system.
4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.

5. That the grant of the variance will be in harmony with the general intent and purpose of this code and will not be detrimental to the public health, safety and general welfare.

112.4.2.1 Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this code. Violation of the conditions of a variance shall be deemed a violation of this code.

112.4.3 Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the building official renders the decision failing which, the appeal shall be rendered untimely and summarily dismissed by the Board and may not be heard by the Board.

112.4.4 Application for appeal. All appeals of administrative decisions shall be made by completing and submitting a technically complete appeal form using forms prescribed by the Town together with the payment of the appeal filing fee. The filing fee is an administrative cost that has been established by resolution of the Town Commission and which may be amended from time to time. The aggrieved party or appellant may provide additional information and documentation in addition to the information requested on the Town form. The appeal shall specify at a minimum the following:

1. A detailed description of the decision, interpretation, requirement or determination which is being appealed;
2. A copy of the written decision, interpretation, requirement or determination which is being appealed which also reflects the date when such action was taken by the building official ;
3. The form of relief that the aggrieved party ("appellant") is requesting;
4. A statement as to whether any code enforcement proceedings have been initiated by the Town that involve the subject matter of the appeal and if the subject of the appeal has been heard and ruled upon by the Town's special magistrate;
5. The sections of the Town Code and/or the Florida Building Code that are at issue.
6. The appeal application from must be executed, sworn to under oath and notarized by the owners of at least 75 percent of the property described in the application. If the appeal is submitted by an agent of the property owner or an agent of a tenant or contract purchaser, or other person aggrieved by the decision, the appeal must be accompanied by a written power of attorney appointing the agent to act on behalf of the appellant in the proceedings. The power of attorney shall be subject to review as to form and legal sufficiency by the Town Attorney, and may be rejected if the document is not deemed legally sufficient in the sole discretion of the Town attorney.
7. Attach all documents and other tangible evidence to support your position in the appeal.

8. If an aggrieved party/appellant fails to submit a technically sufficient appeal using the application from provided by the Town, the appeal will not be scheduled for hearing until a technically complete appeal has been submitted. The submission of an appeal that is not technically sufficient, does not toll the running of the thirty (30) days appeal period, and unless a sufficient appeal is received with the 30 day period, the appeal will be forever time barred.

9. All properties described in one application must be contiguous and immediately adjacent to one another, and the administrative official may require more than one application if the property concerned contains more than ten acres or if the fee paid for one application would not equal the cost of processing the application.

10. Only applications which the board is authorized to consider and act upon shall be accepted for filing, and no application shall be considered or construed to be filed until the required fee has been paid.

112.4.5 Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the building official, is unsafe, unsanitary or dangerous, the building official may, in the order, limit the time for such appeals to a shorter period.

112.5 Procedures of the board.

112.5.1 Rules and regulations. The board shall establish rules and regulations for its own procedure not inconsistent with the provisions of this code. The board shall meet on call of the chairman. The board shall meet within 30 calendar days after notice of appeal has been received.

112.5.2 Decisions. The Construction Board of Adjustments and Appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the board shall also include the reasons for the decision. If a decision of the board reverses or modifies a refusal, order, or disallowance of the building official or varies the application of any provision of this code, the building official shall immediately take action in accordance with such decision. Every decision shall be promptly filed in writing in the office of the building official and shall be open to public inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the building official for two weeks after filing. Every decision of the board shall be final; subject however to such remedy as any aggrieved party might have at law or in equity.

SECTION 113 **SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this code.

SECTION 114 VIOLATIONS AND PENALTIES

Any person, firm, corporation or agent who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, or who shall erect, construct, alter, install, demolish or move any structure, electrical, gas, mechanical or plumbing system, or has erected, constructed, altered, repaired, moved or demolished a building, structure, electrical, gas, mechanical or plumbing system, without full compliance with applicable codes, laws, ordinances, rules and regulations, shall be guilty of a misdemeanor. Each such person shall be considered guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of applicable codes, laws, ordinances, rules and regulations is committed or continued, and upon conviction of any such violation such person shall be punished within the limits and as provided by state laws. Nothing in this section shall prevent the authority having jurisdiction from imposing fines, liens, or seek injunction relief, or exercising other enforcement powers as permitted by law. Code enforcement and the penalties of 162 Florida Statutes Part I may be employed if building work begins without payment of all required fees.

SECTION 115 RESERVED

Section 4. Chapter 54, Article III, Sections 54-92, 54-98, 54-129 and 54-130 are hereby repealed as follows:

Sec. 54-92. Unsafe residential buildings:

~~All residential buildings or structures used as such which are unsafe, unsanitary, unfit for human habitation, or not provided with adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use constitute a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence, or abandonment, are considered unsafe buildings. All such unsafe buildings are hereby declared illegal and shall be abated by repair and rehabilitation or by demolition in accordance with the following procedure:~~

~~(1) Whenever the community development director determines that there are reasonable grounds to believe that there has been a violation of any provision of this article or of any rule or regulation adopted pursuant thereto, the community development director shall give notice of such alleged violation to the person or persons responsible therefor and such alleged violations shall constitute a nuisance. Such notice shall:~~

- ~~a. Be put in writing;~~
- ~~b. Include a statement of the reasons why it is being used;~~
- ~~c. Allow a reasonable time to correct violations but in no event shall the time of correction exceed 120 days;~~
- ~~d. State that, if such repairs, reconstruction, alterations, removal or demolition are not voluntarily completed within the stated time as set forth in the notice, the community development director shall institute such legal proceedings charging the person or persons, firm, corporation or agent with a violation of this article.~~

~~(2) Service of notice shall be as follows:~~

~~a. By delivery to the owner personally, or by leaving the notice at the usual place of abode of the owner with a person of suitable age and discretion;~~

~~b. By depositing the notice in the United States Post Office addressed to the owner at the owner's last known address with postage prepaid thereon; or~~

~~c. By posting a copy of the notice in a conspicuous place on the premises to be repaired.~~

~~(3) When a residential building is to be demolished, it shall be done so in accordance with the provisions of the state building code (section 54-7), or in such manner as may be approved by the community development director.~~

~~Sec. 54-98. Planning and zoning board.~~

~~(a) The duties of the planning and zoning board under this division shall be:~~

~~(1) To consider and determine appeals whenever it is claimed that the true intent and meaning of this article or any of its regulations have been misconstrued or wrongly interpreted.~~

~~(2) To permit, in appropriate cases where the application of the requirement of this article in the allowance of the stated time for the performance of any action required hereunder would appear to cause undue hardship on an owner, up to a maximum of two extensions of time, not to exceed 60 days each, from the date of such decision of the planning and zoning board. Applications for additional extensions of time shall be heard by the planning and zoning board. Such requests for additional extensions of time shall be filed with the community development director not less than 15 days prior to the expiration of the current extension.~~

~~(b) An appeal should not be considered where an appeal case has been previously decided involving the same premises.~~

~~Sec. 54-129. Unsafe dwellings or structures.~~

~~Unsafe buildings or other privately owned structures shall be condemned and/or abated in accordance with the requirements of the state building code and/or the most current edition of the Standard Unsafe Building Abatement Code, which are hereby incorporated herein by reference.~~

~~Sec. 54-130. Unlawful structures.~~

~~An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this article or was erected, altered or occupied contrary to law. Such structures are deemed unfit for human occupancy and shall be vacated. Failure of the owner to comply will cause the premises to be condemned and utility services terminated to the property pending compliance with this article.~~

Section 5. Chapter 54, Article III, Sections 54-81, 54-82, 54-83, 54-84, 54-85, 54-129, 54-130, 54-131, 54-132, 54-133, and 54-134 are hereby created to read as follows:

Sec. 54-81. Property maintenance standards. general.

(a) Applicability. These regulations shall apply to all private property, including all buildings and structures within the Town.

(b) General regulations.

(1) All buildings and structures, both existing and new, and all parts thereof, shall be maintained in good repair and kept in a sound, safe and sanitary condition. All devices or

safeguards which are required by this article in a building when erected, altered, or repaired shall be maintained in good working order. The owner, or the owner's designated agent, shall be responsible for the maintenance of buildings, structures and premises. The exterior of all buildings or structures shall be kept free from stains, mold, mildew, peeling paint, discoloration, graffiti, and general disrepair. Buildings or structures shall have no missing windows, doors, or railings.

(2) All driveways, sidewalks, and parking areas shall be maintained reasonably free of discoloration or deterioration.

(3) Fences and walls shall be maintained structurally sound (such as vertically plumb).

Fences and walls shall be maintained in their original condition (such as reasonably free of discoloration, staining, or peeling).

(4) Hedges shall be trimmed and maintained in a healthy and neat condition; and shall not extend onto or over public or adjoining private properties or road rights-of-ways.

(c) Maintenance of construction sites. All construction sites shall be maintained in a clean and orderly condition during the entire construction process. Dumpster(s)/enclosure(s) shall be located on site throughout the construction process. The dumpster(s)/enclosure(s) shall be emptied when full, or if it emits noxious odors, or is attracting vermin or insects. All construction debris, materials, equipment, trailers, and other property, used directly or indirectly in connection with the construction activities, shall be physically contained within the boundaries of the construction site. Dumpster(s)/enclosure(s) may be required for additions or remodeling of single-family dwellings if deemed necessary by the Community Development Director.

(d) Property security devices, such as alarm systems, surveillance cameras, security guard(s) security fencing/gates, security lighting, shall be required when in the determination of the community development director in conjunction with the Palm Beach Sheriff's Office, such security devices and/or personnel are deemed necessary for the protection of the public health, safety, and general welfare and the abatement of a public and/or private nuisance.

Sec. 54-82. General requirements for the exterior and interior of structures.

(a) Foundation. The building foundation system shall be maintained in a safe manner and capable of supporting the load which normal use may cause to be placed thereon.

(b) Exterior walls. Every exterior wall shall be free of signs of deterioration or abuse such as holes, breaks, loose or rotting boards or timbers, stains, mold, mildew, peeling paint, graffiti, and general disrepair and any other conditions which might admit rain, or dampness to the interior portions of the walls or to the occupied spaces of the building. All siding material shall be kept in repair.

(c) Roofs.

(1) Roofs shall be structurally sound and maintained in a safe manner and have no defects which might admit rain or cause dampness in the walls or interior portion of the building.

(2) All portions, additions or sections of a roof including, but not limited to, fascia, eaves, soffit, sheathing, rafter tails, barge rafter, vent screening, gutters, downspouts, roof jacks, lead or metal flashing, shall be complete with all trim strips, moldings, brackets, braces and supports in accordance with common building practices. No item shall display signs of deterioration, abuse or improper installation that could be construed to affect the purpose of that item or cause damage to the immediate area or roof structure, that could allow dampness or admit rain to the interior of that building.

(d) Means of egress. Every dwelling unit shall have safe, unobstructed means of egress with minimum ceiling height of seven feet leading to a safe and open space at ground level. Stairs shall have minimum headroom of six feet eight inches.

Sec. 54-83. Boarded up buildings, hurricane shutter removal required.

The Town recognizes that from time to time it may be necessary to secure real property because of abandonment, disrepair, public hazard or natural disaster. Unsecured property can lead to vandalism problems, occupancy safety problems and appearance problems. The Town feels it necessary to create certain criteria for securing structures.

(1) Real property may be secured by boarding up windows, doors, or other openings upon the requirement of the building official, fire official, code officers or by a private party provided a permit is issued by the Town.

(2) Any means of securing property including crime prevention devices shall be subject to review by the building official for safety and compliance with the building code.

(3) If real property in any zoning district is secured for more than thirty (30) days, except in the case of a natural disaster, the boards, panels or other means of securing structural openings shall be painted to match the exterior color of the building and shall be cut and placed so as to form to the opening being secured.

(4) The owner of an occupied structure shall promptly repair any broken door or window so that a temporary boarded up condition is limited. Any such repair, other than in the case of a natural disaster, shall be made within ten (10) days.

(5) Any device (including wood or approved hurricane shutters) used for the securing of a property during a declared hurricane or tropical storm shall be removed no later than fourteen (28) days after the lifting of any hurricane or tropical storm warning or watch unless:

(a) A hurricane or tropical storm watch occurs during the fourteen (28) day period, at which point the fourteen (28) day period begins anew after the hurricane or tropical storm conditions have subsided; or

(b) The structure is used for residential purposes, but no person is in residence and the structure is secured by manufactured storm shutters.

(6) In no case shall plywood sheets be used for the boarding of occupied residences beyond the times set out in (4) and (5) above.

Sec. 54-84. Additional landscape and property standards.

(1) Developed lots:

(a) Shall be kept free of debris, rubbish, trash or litter.

(b) Shall be maintained free of diseased or dead trees and plant materials.

(c) Shall be kept free and clear of all exotic invasive pest plant species prohibited by the Florida Department of Environmental Protection.

(d) Shall be maintained in a neat and healthy condition, and reasonably free of weeds; any accumulation of decayed, dead or dying vegetative matter; and bare (dead) areas (except that a reasonable bare area may be permitted along a property line to prevent the infringement of growth onto an adjoining property).

(e) Lawns shall be maintained no higher than eight (8) inches in height.

(2) Undeveloped lots (never been grubbed or undergrowth cut).

(a) Shall be kept free of debris, rubbish, trash or litter.

(b) Shall be maintained free of diseased or dead trees and plant materials.

(c) Shall be kept free and clear of all exotic invasive pest plant species prohibited by the Florida Department of Environmental Protection.

(3) Undeveloped lots (grubbed or undergrowth cleared).

(a) Shall be kept free of debris, rubbish, trash or litter.

(b) Shall be maintained free of diseased or dead trees and plant materials.

(c) Shall be kept free and clear of all exotic invasive pest plant species prohibited by the Florida Department of Environmental Protection.

(d) Shall be maintained so that the underbrush or weeds do not exceed a height of 16 inches.

(4) Solid waste.

(a) All solid waste, excluding vegetative waste, shall be stored in garbage cans in a sanitary manner. All garbage cans and recycling containers shall be shielded from view from the road or adjoining properties where practical.

(b) Garbage cans and other trash or recycling containers may be placed at the curb no earlier than 4:00 p.m. on the day prior to scheduled pick up and removed from the curb no later than 12:00 midnight on the day of pick up.

(c) Vegetative waste may be placed at the curb no earlier than 72 hours prior to scheduled pick up.

(5) Abandoned property prohibited. It shall be unlawful for any person or entity to place or leave or cause to be placed or left any junked vehicles or abandoned property on public or private real property.

Sec. 54-85. Supplemental commercial property maintenance standards.

These regulations shall apply to all commercial property within the town. .

(1) Signs, which no longer advertise a business located on the premises, shall be removed within ten (10) days after the cessation of the business or receipt of notice from the Town.

(2) Signs and supporting structures shall be maintained free of deterioration or be removed.

(3) All dumpsters shall be sight screened from view, where practical, and shall be placed in a location which has been approved by the Town; the dumpster shall be maintained free of deterioration. The area around the dumpster shall be maintained free of debris.

Sec. 54-129 Responsibility of the owner.

(a) For purposes of this article, the term "owner" shall mean any person, agent, operator, firm, trust, partnership, limited liability corporation, association, corporation, or other person or entity having a legal or equitable interest in the property; or who is shown to be a/the record title owner of the property in the official records of the state, town or municipality; or who has the care, custody and control of the property, including but not limited to a guardian, personal representative or executor, of the estate of any such person, or the receiver, trustee or administrator of the estate of such person if ordered to take possession of property by a court of competent jurisdiction.

(b) The responsibilities of the owner are to:

(1) Let no dwelling to anyone for occupancy unless it meets minimum standards of the Florida Building Code and the Palm Beach County Housing Code, as amended, which are incorporated herein by reference.

- (2) Have the dwelling in clean, sanitary, habitable condition; to free from infestation before renting; to provide suitable wall coverings and ceilings; and to clean, repair and exterminate if needed to meet forestated requirements before offering for rent.
- (3) Provide screens to be hung.
- (4) Exterminate in the following cases:
 - a. When infestation exists in two or more units of multiple-unit structures.
 - b. When infestation exists in shared or public areas of multiple units structures.
 - c. When infestation exists in a single unit of a multiple-unit structure or in a single-unit structure when infestation is due to failure of the owner to maintain the dwelling in a rat proof and reasonably insect proof condition.
- (5) To allow code compliance and law enforcement officers of the town, reasonable access to the dwelling to inspect for violations of this section. The owner's refusal to allow code compliance and/or law enforcement officer's access to any dwelling, during reasonable hours, shall be construed as prima facie evidence that the owner is in violation of one or more parts of this article.

Sec. 54-130. Responsibility of occupant.

- (a) For purposes of this article, the term "occupant" shall mean any person, living, sleeping, cooking or eating in, or having actual possession of, a dwelling unit or rooming unit.
- (b) The responsibilities of the occupant are to:
 - (1) Keep dwellings and premises he controls and occupies in a clean and sanitary condition.
 - (2) To dispose of rubbish and garbage in a clean and sanitary manner as prescribed by town regulation.
 - (3) To hang and maintain screens provided by the owner except where owner has agreed to supply such services.
 - (4) To keep plumbing fixtures therein in a clean and sanitary condition and to exercise reasonable care in the proper use and operation thereof.
 - (5) To exterminate in the following cases:
 - a. The occupant of a single dwelling is responsible for extermination of any insects, rodents or other pests therein or on the premises.
 - b. The occupant of a dwelling unit in a multiple-unit structure is responsible for extermination of any insects, rodents or other pests if his unit is the only unit infested.
 - c. Notwithstanding the foregoing provisions of this section, whenever infestation is caused by the failure of the owner to maintain the dwelling in a rat proof or reasonably insect proof condition, the occupant is not responsible for extermination of any insects, rodents or other pests therein.
 - (6) Occupy no dwelling which does not comply with the minimum standards as set forth in the Florida Building Code and this Housing Code, as amended, which are incorporated herein by reference.

(7) To allow code compliance and law enforcement officers of the town, reasonable access to the dwelling to inspect for violations of this section. The occupant's refusal to allow code compliance and/or law enforcement officer's access to any dwelling during reasonable hours, shall be construed as prima facie evidence that the occupant is in violation of one or more parts of this section.

Sec.541-131. Nuisance declared.

It is hereby declared and determined by the town commission, that the following shall each individually, or in any combination, be considered nuisances when they exist upon a lot in the unincorporated area of the town:

- (1) Accumulations of waste, yard trash, or rubble and debris;
- (2) Accumulations of waste, yard trash, or rubble and debris that may harbor rats or poisonous snakes or that may contain pools of water that may serve as breeding grounds for insects or other disease vectors;
- (3) Uncultivated vegetation greater when:
 - a. Greater than twelve (12) inches in height located on nonresidential vacant lots;
 - or
 - b. Greater than seven (8) inches in height when located on developed or undeveloped residential or developed nonresidential lots.
- (4) Schinus terebinthifolius (commonly known as Brazilian Pepper) bushes or trees, if uncultivated;
- (5) Uncultivated vegetation that constitutes a fire hazard; or
- (6) Vegetation, whether or not cultivated, that impedes or obstructs adequate view of intersections, traffic signs, railroad crossings or traffic from any street, road, or highway.
- (7) Any standing dead trees in close proximity to developed lots or rights-of-way.

Sec. 54-132. Nuisance to be abated.

It is further determined by the town commission, that any nuisance declared by this section which is found upon a lot in the unincorporated area of the town shall be abated in the following manner:

- (1) If the nuisance consists solely of accumulations of waste, yard trash, or rubble and debris as provided in subsections 54-131(1) and (2), it shall be abated in its entirety, provided that the nuisance lies upon a lot which is adjacent to a property which is developed and used or has been used for residential, commercial or industrial purposes;
or
- (2) If the nuisance consists solely of uncultivated vegetation as provided in subsections 54-131(3), (4) and (5), and the parcel is less than one-half (1/2) acre in size, the nuisance shall be abated in its entirety. If the parcel is greater than one-half (1/2) acre in size only so much of the nuisance shall be abated as lies within twenty-five (25) feet of the boundary of any adjacent property which is developed and used or has been used for residential, commercial or industrial purposes.
- (3) In cases involving areas declared by the town commission as blighted, pursuant to state statutes or in any cases which there is evidence of vagrants using the overgrown property for habitation or that crimes of a violent nature or crimes involving the sale or

possession of illegal substances are occurring on the premises, then the nuisance may be abated in its entirety, regardless of lot size, provided that the nuisance lies upon a lot which is adjacent to property which is developed. The evidence required must be documented by the town code compliance division or other appropriate law enforcement agency. For purposes of this section only, rights-of-way shall be considered adjacent, developed property. The owner and the town are encouraged to preserve, and need not clear trees and *Serenoa repens* (commonly known as Saw Palmetto); and provided further that the owner and the town are encouraged to clear *Melaleuca quinquenervia* (commonly known as Punk Tree, Cajeput, or Paper Bark Tree), *Casurina Spp.* (commonly known as Australian Pine); *Acacia Ariculaeformis* (commonly known as Earleaf Acacia); and provided further that the owner and the town shall clear *Schinus terebinthifolius* (commonly known as Brazilian Pepper).

(4) If the nuisance consists of the obstruction of adequate view of intersections, crossings, or traffic signs, the nuisance shall be abated in accordance with the safe sight distance triangles provisions of the Code or, when not provided in that section, the nuisances shall be abated so as to afford a clear, unobstructed view.

(5) If the nuisance consists of dead trees, only those standing dead trees located in an area that, if they fell, would likely cause damage to adjacent developed lots, sidewalks, or rights-of-way, need be removed.

(6) If the nuisance consists in part of uncultivated vegetation and in part of other nuisances declared by this article, the provisions of subsections (1), (2) and (3) shall each apply to its abatement.

Sec. 54-133. Procedure for abatement of a nuisance.

(a) The community development department is empowered to enter upon and inspect lots on which a nuisance is suspected to exist. Any code officer shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon residential, commercial or industrial property while in the discharge of duties imposed by these regulations. If inspection reveals the presence of a nuisance, the community development department shall notify the owner by registered or certified mail, return receipt requested, sent to the last known address of the owner, that a nuisance exists which is a violation of this ordinance. The notice shall also:

(1) Advise the owner of the right to a hearing as provided in section 54-134;

(2) Specify what corrective action must be taken;

(3) State that a failure to abate the nuisance will result in the community development department abating it, the cost of which action shall be assessed against the property; and

(4) That a lien shall be recorded against the property.

The appeal forms required in section 54-134 shall be included in the notice, along with a statement that such must be used to appeal the administrative determination. The owner shall have thirty (30) days from the date notice is mailed to abate the nuisance.

(b) If an appeal is filed, enforcement action shall proceed as provided in section 54-133.

(c) If no appeal is filed or if the notice sent as provided in subsection 54-133(g) is returned unclaimed, the community development department shall, upon the expiration of

the notification period, re-inspect the lot to determine whether or not the nuisance has been abated. If the community development department determines that the lot still harbors a nuisance, it shall cause its abatement according to the provisions of this article. To accomplish that goal, the community development department or its agents are authorized by the town commission to enter upon the lot and to take steps reasonably necessary to effect abatement.

(d) If abatement is effected by the community development department as provided in subsection (c), the cost to the town of abating the nuisance on each lot, including an administrative and operating fee of six hundred dollars (\$600.00) shall be calculated and assessed against the lot by the Community Development Director or the Town Manager. The assessment shall describe the lot, show the cost of abatement, and specify the administrative and operating fee. The community development department shall mail a notice of the assessment to the owner at the owner's last known address. Until full payment is received, assessments shall be legal, valid and binding obligations upon the property. The assessment shall become due and payable to the town as of the date of the mailing of the notice of assessment, interest shall begin to accrue at the rate of eleven (11) percent per annum on any unpaid portion thereof.

(e) As soon as possible after the assessment has been made by the Community Development Director or Town Manager a certified copy of the assessment shall be recorded by way of a claim of lien for assessments in the official records of the town maintained by the town clerk, and the Claim of Lien shall also be recorded in the public records of Palm Beach County. The lien shall become effective on the date that a copy of the lien is recorded.

(f) Lien assessments, together with interest thereon, may be enforced by civil action in the appropriate court of competent jurisdiction. The lien created hereby shall be a first lien, equal to a lien for nonpayment of property taxes, on any lot against which an assessment for costs to abate a nuisance has been recorded. The lien shall continue in full force until discharge by payment or otherwise, until settled and released by the Community Development Director or the Town Manager.

(g) The community development department shall mail a notice that a lien has been recorded to the owner of each record of each lot described in the lien for assessments. The notice shall be sent by certified or registered mail, return receipt requested, to the owner's last known address. The notice shall be in a form prepared by the community development department which shall include the following information:

Name and address of the owner;

Legal description of the lot where the nuisance has been abated;

Date of mailing of the notice of the lien;

A brief description of the nuisance;

Date that notice was originally sent to abate the nuisance;

A statement of the actual costs of abatement, the administrative fee, and any interest due;

Instructions regarding payment and removal of the lien; and

Additional information as necessary and appropriate.

(h) Nothing in this part shall prevent the town or the community development department from pursuing enforcement of this article through other processes.

Sec. 54-134. Appeal procedures.

Within twenty-five (25) days after the initial notice of a nuisance is sent by the community development department as provided in section 54-133, the lot owner may make written request to the town for a hearing before the Special Magistrate to show that the condition alleged in the notice does not exist, or to show that the condition does not constitute a nuisance. Notice of the right to a hearing shall be included in the initial notice to the lot owner. The owner's appeal shall be submitted upon forms to be provided by the community development department, and shall be accompanied by a certified check or money order in the amount of two hundred dollars (\$200.00) made payable to the town, which amount shall constitute a fee necessary to defray the costs to the town, the town attorney, the community development department, and the Special Magistrate hearing and the processing and administering the appeal. Failure to file an appeal or to appear before the Special Magistrate within the proscribed time shall be deemed a waiver of the lot owner's rights to appeal the administrative action. The Special Magistrate shall hear the appeal on its regularly scheduled agenda. The Special Magistrate shall give the lot owner seeking an appeal written notice of the date and location of the scheduled hearing. At the hearing, the town and the lot owner may introduce such evidence as is relevant. The hearing shall be conducted in accordance with the rules of procedure applicable to code enforcement proceedings. The decision of the Special Magistrate shall be final.

Section 6. Codification.

The provisions of this Ordinance shall become and be made part of the Code of Laws and Ordinances of the Town of Lake Park.

Section 7. Severability.

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 8. Repeal of Laws in Conflict.

All ordinances or parts of ordinances of the Town of Lake Park, Florida, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 9. Effective Date.

The provisions of this Ordinance shall become effective upon adoption.

TAB 14

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: **July 18, 2007**

Agenda Item No. *Tab 14*

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

☐ RESOLUTION

☐ DISCUSSION

☒ **ORDINANCE ON FIRST READING**

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: ORDINANCE REPEALING FEES CONTAINED IN CHAPTER 51, SECTION 51-6 AND PROVIDING FOR FUTURE AMENDMENT TO FEE SCHEDULE BY RESOLUTION.

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager

W. Davis

Date:

7/10/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: <input checked="" type="checkbox"/> Town Attorney KER070607 <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: Paper: <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: Development review fees are now established by Town Code Section 51-6 which requires amendment by ordinance and recodification every time the Town Commission desires to change the fees. This ordinance removes the fees from the Code and provides for the Town Commission to set development review fees by resolution. At the time of the adoption of this Ordinance on second reading, a Resolution establishing new fees will be presented for approval.

	Comparative Analysis					
	<i>Strike through indicates elimination of that fee. Empty space indicates a non-response or no fee</i>	Lake Park present fee	Lake Park proposed fee	West Palm Fee	Jupiter Fee	Wellington
1	Abandonment of rights of way	750	1500	2000		
2	Abandonment of easements	300	1500	2000		
3	Appeal of Administrative Decisions	400	600	400		
4	Annexation, voluntary	400				
5	Comprehensive Plan amendment	1000	1250	3000	1300	3530
6	Comprehensive future land use map change	1000	1250	3000	1300	3530
7	Development of Regional Impact	2000	3000	5000		
	a. Substantial deviation	1500				
	b. Notice of proposed change for a minor modification	1000				
	c. Annual report review	500	500			
8	Development Approval extension	1000	1000	500		
9	Developer Agreements	550	1500			
10	Non-conforming use permits	70				
11	Planned Unit Development					
	a. Master Plan approval	1000	1750	3000		2650
	b. Modification to an approved Master Plan	550	750			

	<i>Strike through indicates elimination of that fee. Empty space indicates a non-response or no fee</i>	Lake Park present fee	Lake Park proposed fee	West Palm Fee	Jupiter Fee	Wellington
12	Site Plan, nonresidential					
	a. 0 – 14999		1000	1000	725	730
	a. 0 – 4,999 square feet	550				
	b. 5000 – 14999 square feet	750				
	c. Greater than 14999	1250	1500	1000	1625	1500
	d. Modification to previously approved site plan	550				
13	Site Plan residential					
	a. Base fee	550	750	1000	730	725
	b. Additional fee, greater of 10.00 per dwelling unit or lot	10 per	10 per			
14	Special Exception, nonresidential					
	a. 0—14999 b.		750	1350		
	a. 0 – 4,999 square feet	550				
	b. 5000 – 14999 square feet	750				
	c. Greater than 14999	1250	1250	1350		
	d. Modification to previously approved special exception	550				
15	Special Exception, residential					
	a. 0—14999		750	1000		
	a. 0 – 4,999 square feet	550				
	b. 5000 – 14999 square feet	750				

	<i>Strike through indicates elimination of that fee. Empty space indicates a non-response or no fee</i>	Lake Park present fee	Lake Park proposed fee	West Palm Fee	Jupiter Fee	Wellington
	c. Greater than 14999	1250	1250	1000		
	d. Modification to previously approved special exception	550				
16	Special Permit	0				
17	Variance, nonresidential	250	750	1000	725	850
18	Variance, residential principal structure	250	550	600	525	700
19	Variance, residential accessory structure	200				
20	Vegetation removal and land clearing permit	125 plus 25 per acre	500	50		
21	Zoning code text amendment	400	1250	3000	525	710
22	Zoning map amendment	1000	1250	3000	525	710
23	Zoning determination letter	35	50	40		
24	Engineering plan review					
	a. commercial and industrial, per acre, minimum fee (125)	125	125			
	b. Residential, per unit	12	-			
	e. Golf courses, per acre	30	-			
25	Plat review, actual cost	125	125	300		

ORDINANCE NO. 15-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 51, SECTION 51-6 ENTITLED "FEES FOR APPLICATION DEVELOPMENT REVIEW" TO DELETE THE FEE SCHEDULE AND PROVIDE FOR THE ESTABLISHMENT OF A SCHEDULE OF THE DEVELOPMENT ORDER APPLICATION FEES BY RESOLUTION OF THE TOWN COMMISSION; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has previously adopted provisions pertaining to fees associated with the processing of development order applications and a fee schedule, which have been codified in Chapter 51, Section 51-6 entitled "Fees for application development review"; and

WHEREAS, Town staff has recommended that Town Commission repeal that portion of Code Section 51-6 which contains the fee schedule of the development order application fees and provide that the development order application fee schedule will be adopted by resolution of the Town Commission to allow for greater ease and flexibility in amending the Town's fee schedule; and

WHEREAS, the Town Commission has reviewed the recommendations of Town staff, and has determined that amending Section 51-6 of Chapter 51, pertaining to the fee schedule for development order applications is necessary to further the public's health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN

OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

Section 2. Chapter 51, Section 51-6 of the Town's Code of Ordinances is hereby amended to read as follows:

Sec. 51-6. Fees for application development review.

(a) *Plan review and escrow account fees.* ~~The following plan review and escrow account fees shall be collected by the town's department of community development to mitigate the costs of its review of the applications enumerated in the table below. The Town Commission shall set Plan review and escrow account fees by resolution.~~

The town commission may from time to time establish and amend the fee schedule for development order application fees by resolution. The fees shall be collected by the town's department of community development to mitigate the costs of its review of the applications.

TABLE INSET:

—	Application—	Plan Review Fee—	Escrow Account Fee—	Notes—
(1)—	Abandonment of rights-of-way—	\$750.00—	\$400.00—	—
(2)—	Abandonment of easements and non-fee interests—	300.00—	100.00—	—
(3)—	Appeal of administrative decisions—	400.00—	n/a—	—
(4)—	Annexation, voluntary—	200.00—	1,000.00—	(1)—
(5)—	Comprehensive plan amendment (includes small scale)—	1,000.00—	1,500.00—	—
(6)—	Comprehensive future land use map change—	1,000.00—	1,500.00—	—
(7)—	Development of regional impact—	2,000.00—	5,000.00—	—
—	a. Substantial deviation—	1,500.00—	1,000.00—	—
—	b. Notice of proposed change for a minor modification—	1,000.00—	500.00—	—

—	e. Annual report review—	500.00—	200.00—	—
(8)—	Development approval extension—	1,000.00—	200.00—	—
(9)—	Developer's agreements review and approval—	550.00—	200.00—	—
(10)—	Nonconforming use permits—	70.00—	n/a—	—
(11)—	Planned unit development—	—	—	—
—	a. Master plan approval—	1,000.00—	800.00—	—
—	b. Modification to an approved master plan—	550.00—	300.00—	—
(12)—	Site plan, nonresidential—	—	—	—
—	a. 0--4,999 square feet—	550.00—	300.00—	—
—	b. 5,000--14,999 square feet—	750.00—	400.00—	—
—	c. Greater than 14,999 square feet—	1,250.00—	600.00—	—
—	d. Modification to previously approved site plan—	550.00—	300.00—	—
(13)—	Site plan, residential—	—	—	—
—	a. Base fee—	550.00—	300.00—	—
—	b. Additional fee, greater of \$10.00 per dwelling unit or lot—	—	—	—
(14)—	Special exception, nonresidential—	—	—	—
—	a. 0--4,999 square feet—	550.00—	300.00—	—
—	b. 5,000--14,999 square feet—	750.00—	400.00—	—
—	c. Greater than 14,999 square feet—	1,250.00—	600.00—	—
—	d. Modification to previously approved special exception—	550.00—	300.00—	—
(15)—	Special exception, residential—	—	—	—

—	a. 0–4,999 square feet—	550.00—	300.00—	—
—	b. 5,000–14,999 square feet—	750.00—	400.00—	—
—	c. Greater than 14,999 square feet—	1,250.00—	600.00—	—
—	d. Modification to previously approved special exception—	550.00—	300.00—	—
(16)–	Special Permit—	—	n/a—	—
(17)–	Variance, nonresidential—	250.00—	0—	(2)—
(18)–	Variance, residential principal structure—	250.00—	0—	(2)—
(19)–	Variance, residential accessory structure—	200.00—	0—	(2)—
(20)–	Vegetation removal and land clearing permit—	125.00 plus 25.00 per acre—	—	—
(21)–	Zoning code text amendment—	400.00—	n/a—	—
(22)–	Zoning map amendment—	1,000.00—	n/a—	—
(23)–	Zoning determination letter—	35.00—	n/a—	—
(24)–	Engineering plan review—	—	—	—
—	a. Commercial and industrial, per acre, minimum fee (125.00)—	125.00—	200.00—	—
—	b. Residential, per unit—	12.00—	100.00—	—
—	c. Golf courses, per acre—	30.00—	200.00—	—
(25)–	Plat review actual cost—	125.00—	125.00—	—

NOTES:

(1) If the annexation is initiated by, or at the request of the town, there shall be no application fee. The application fee may be waived by the town provided the application is considered in

conjunction with the submission of a voluntary annexation for property that is ten acres or less in size:

~~(2) Variances which accompany a site plan application shall be charged the site plan application and half the variance fee, regardless of the number of variances sought fee. Fee for accessory structures. Fee for accessory structures greater than that for principal structures.~~

~~(b) *Engineering plan review fees.* The following engineering plan review fees shall be collected by the town's department of community development to mitigate its costs incurred in reviewing engineering plans.~~

TABLE INSET:

Engineering plan review	—	—
a. Commercial and Industrial, per acre, Minimum fee (125.00)	125.00	200.00
b. Residential, per unit	12.00	100.00
c. Golf courses, per acre	30.00	200.00
Plat review, actual cost	125.00	125.00

~~(e) (b) *Recovery of additional costs.* In addition to plan review fees, the town may recover the costs referenced below, including, but not limited to, the following:~~

~~(1) Consultant fees incurred by the town to review such professional documentation as a property appraisal, traffic impact analysis, vegetation and environmental assessments, archeological or historic assessments, market studies, engineering studies or reports, attorney's fees, and legal documents.~~

~~(2) Costs associated with providing notice for public hearings or other public meetings.~~

~~(3) In cases where additional costs described hereinabove are anticipated or incurred, the applicant shall deposit an amount estimated by the town to be sufficient to recover its costs into an escrow account created by the town. Upon completion of the review of the development applications, the applicant will be either refunded any unused amount deposited into the escrow account.~~

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

TAB 15

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. Tab 15

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☐ DISCUSSION

☒ **ORDINANCE ON FIRST READING**

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: An ordinance to amend chapter 78 and provide for the adoption of architectural guidelines for commercial buildings.

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager *W. Davis*

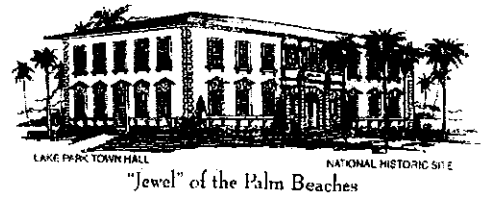
Date: 7/11/07

Originating Department: Community Development	Costs: \$ <u>N/A</u> Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background: The present code of ordinances does not have architectural design guidelines for commercial buildings outside of the Northlake Boulevard Overlay Zone (NBOZ) and the Park Avenue Downtown District (PADD). It is the intent of this ordinance to utilize the existing NBOZ guidelines due to the fact that they cover the full spectrum of design and can be adapted to the Town's remaining commercial areas without a lot of revision. The end result will be a set of guidelines that extend beyond the NBOZ to the other commercial areas. Since the Town has already adopted the NBOZ guidelines they are a known quantity and using them as the foundation for the rest of the commercial areas will maintain a sense of consistency throughout our commercial areas.

Town of Lake Park

Community Development Department



Meeting Date: July 18, 2007
Memo Date: July 10, 2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Design guidelines

The present code of ordinances does not have architectural design guidelines for commercial buildings outside of the Northlake Boulevard Overlay Zone (NBOZ) and the Park Avenue Downtown District (PADD). The attached guidelines are provided at your request

I reviewed architectural guidelines from a variety of communities. The conclusion after review was that the existing NBOZ guidelines adequately cover the full spectrum of design and can be adapted to the Town's remaining commercial areas without a lot of revision. The end result will be a set of guidelines that extend beyond the NBOZ to the rest of the Town's commercial areas. By adoption of our existing NBOZ guidelines, we have already agreed that they will be effective in upgrading the design of Northlake Blvd so it is a natural step to take those same guidelines and apply them to the rest of the commercial areas.

I would request that as you review the attached guidelines you consider existing buildings in the community that could benefit from these guidelines. Also, think about recent site plans that you have reviewed such as Sonic, Bank of America and Pool Barrier. Ask yourself, if the guidelines were in place would they provide for an aesthetically pleasing structure. Would they provide the needed backup to require the applicant to provide a better design? I think you will find that they address the issues very well.

Most importantly, the guidelines provide a set of standards that are easily defined. As an example, the guidelines provide clear guidance on exterior materials:

(2) Preferred exterior materials. Preferred building exterior siding materials shall include stucco and brick, however cast stone, split blocks, ceramic tiles, high quality coated metal panel systems, and stone are acceptable. Materials including wood, metal siding, fluted block and glass window systems are discouraged.

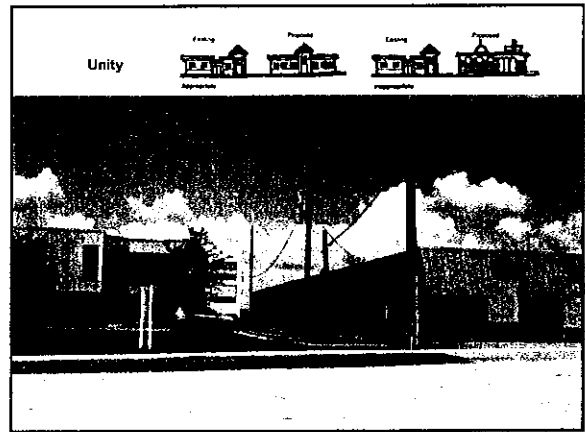
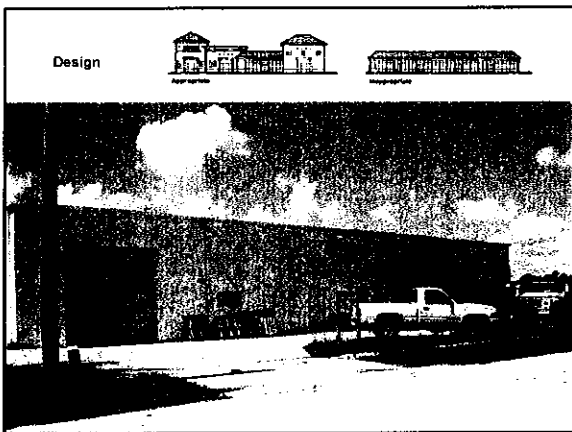
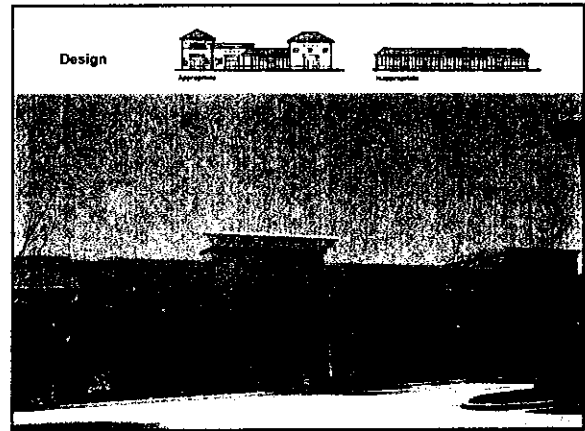
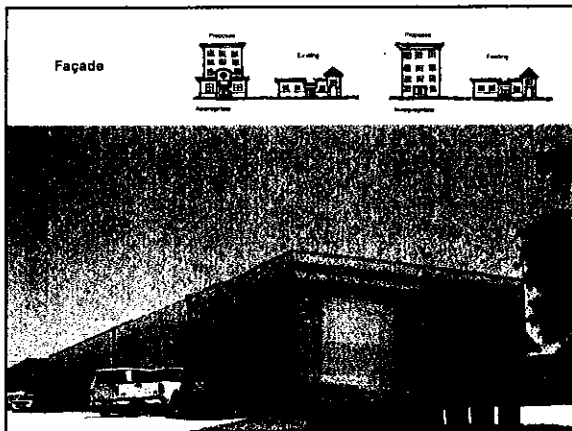
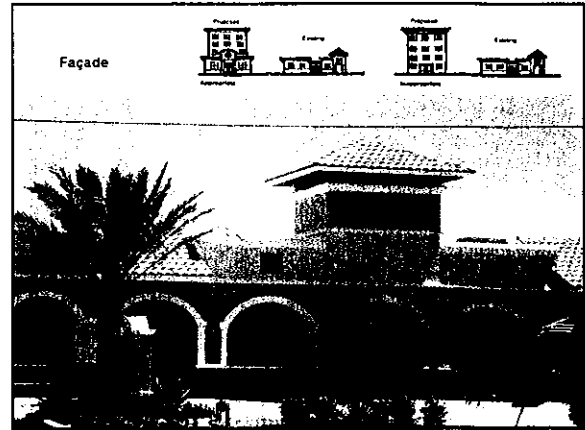
Standards like these are clear and concise. They make it easy to tell the applicant just what is expected. No longer are design requests arbitrary and capricious.

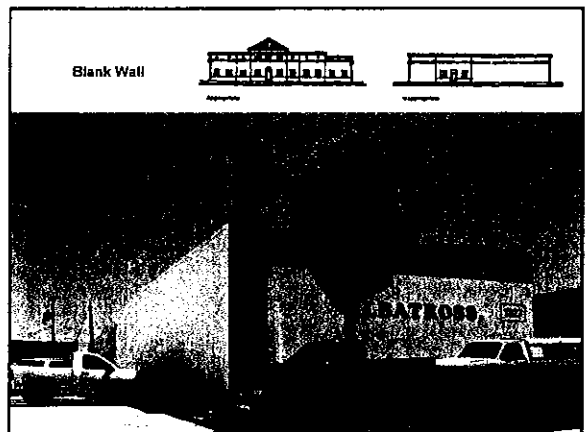
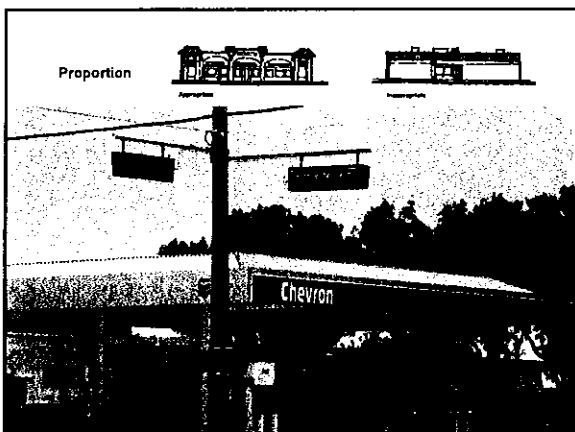
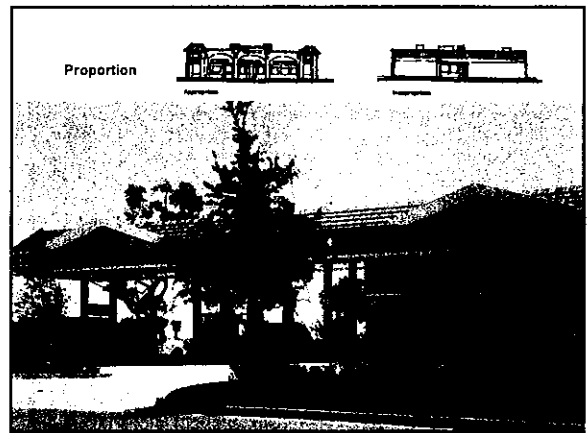
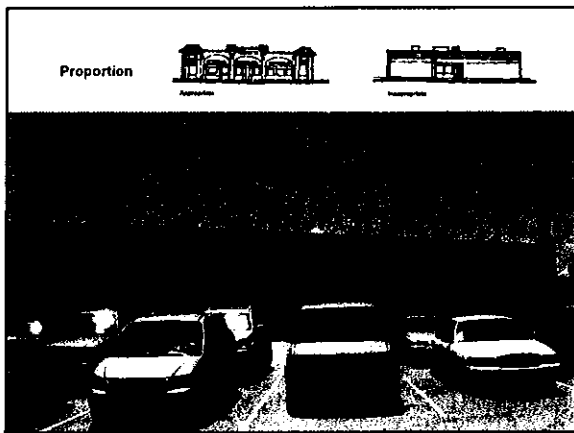
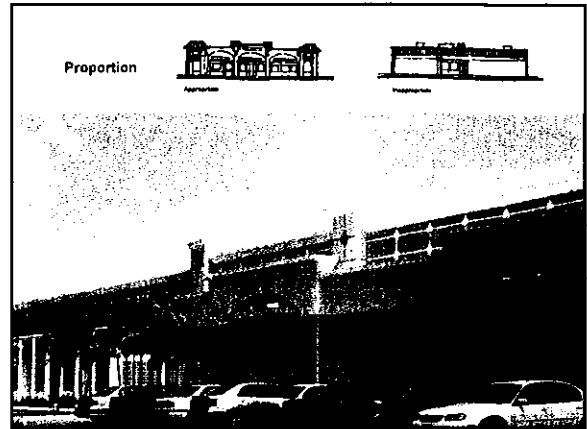
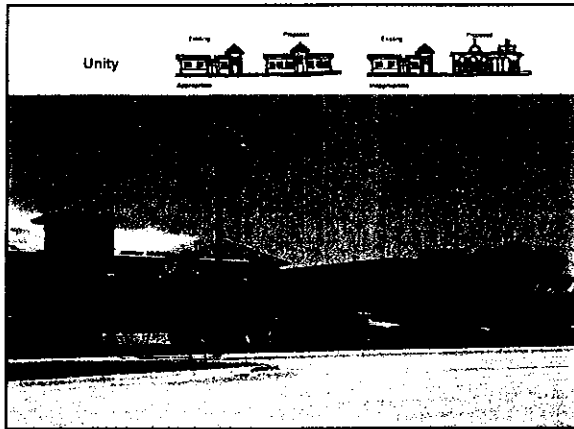
Since the Town has already approved these guidelines for the NBOZ the main question before you is does it make sense to extend these guidelines to the rest of our commercial areas?

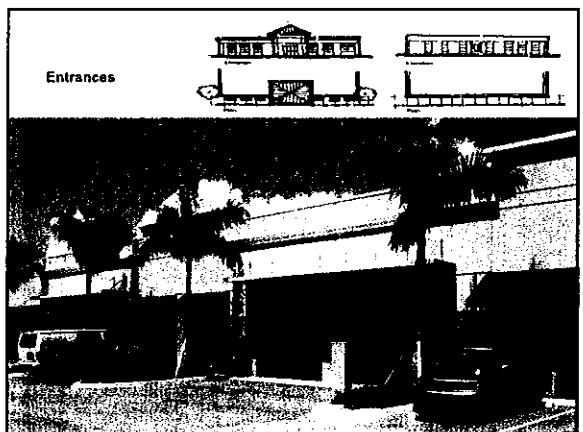
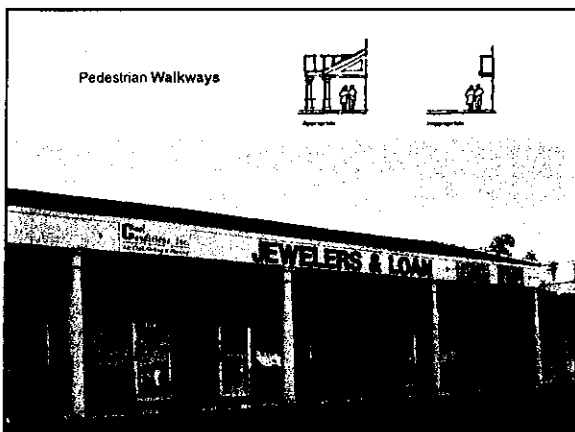
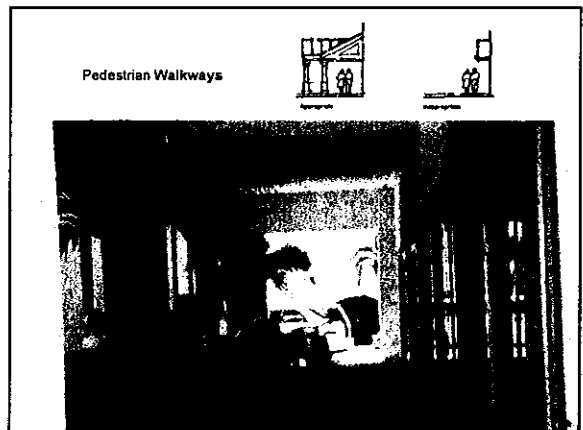
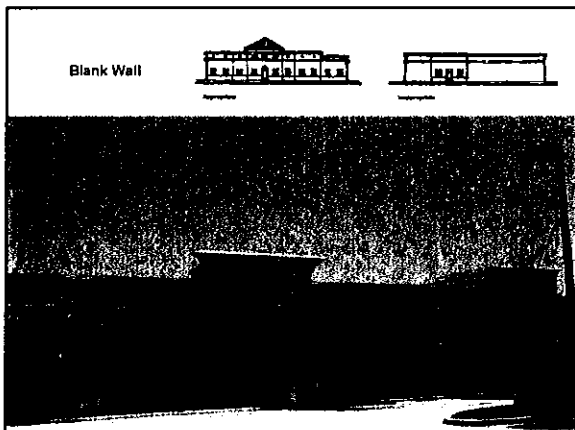
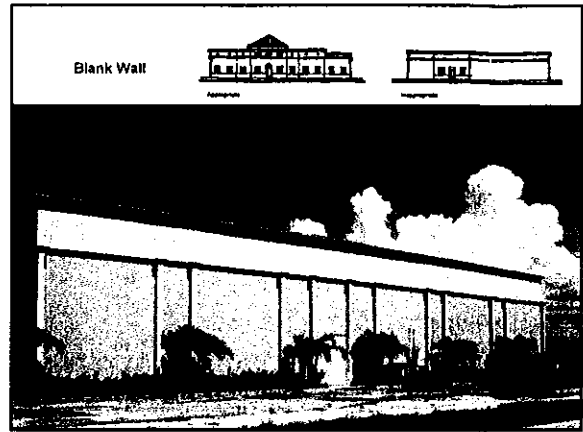
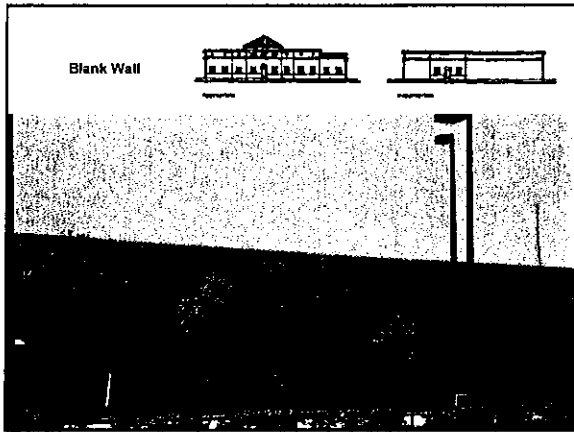
The Planning and Zoning Board reviewed these guidelines at its July 9th meeting and enthusiastically recommended with a unanimous vote that the Commission adopt the ordinance. They did recommend additional language that provided for pedestrian walkway materials and that has been provided.

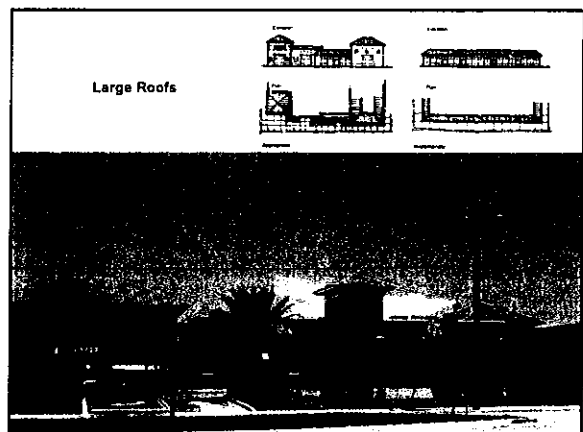
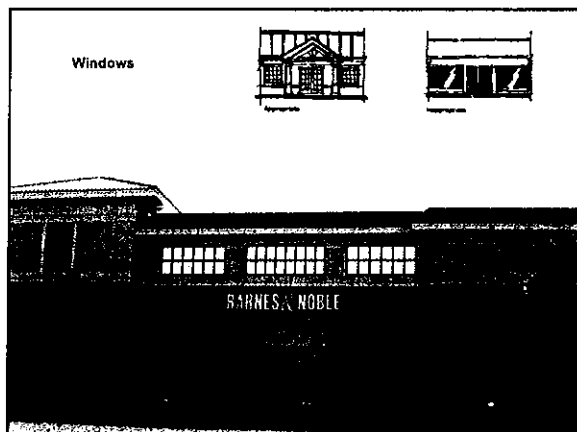
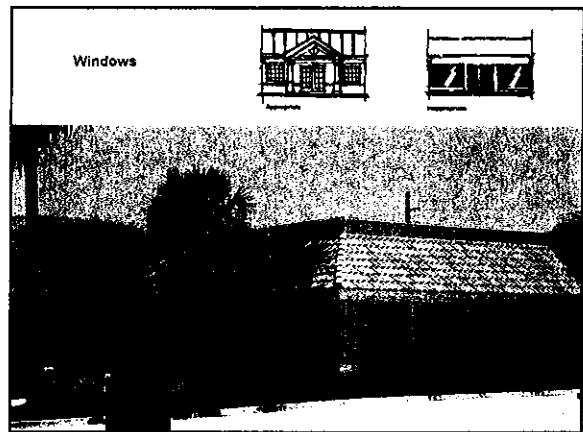
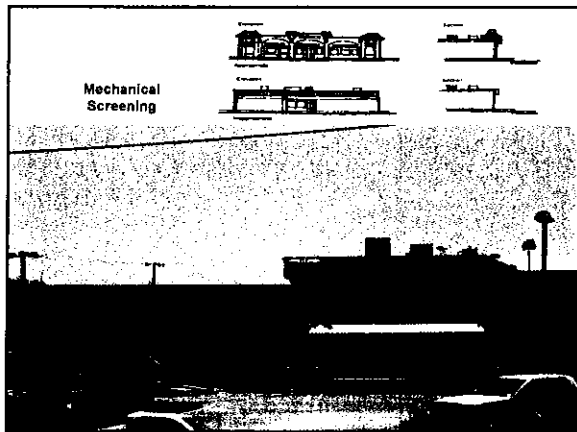
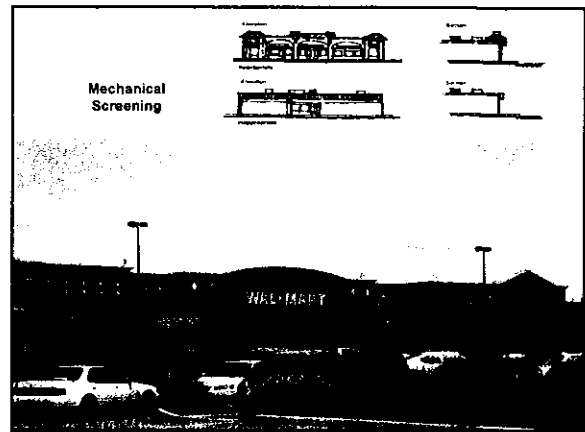
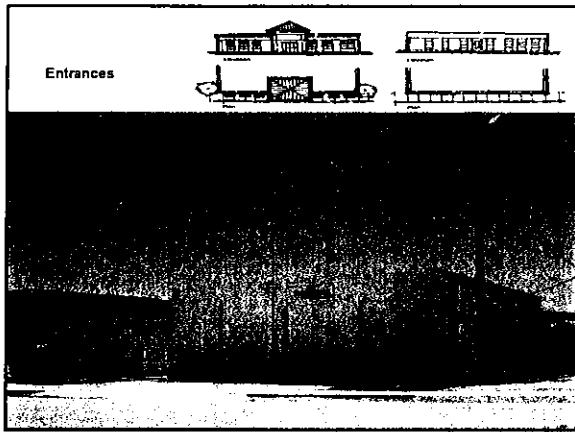
Patrick Sullivan, AICP, Director
Community Development Department
881-3319 fax 881-3323
psullivan@lakeparkflorida.gov

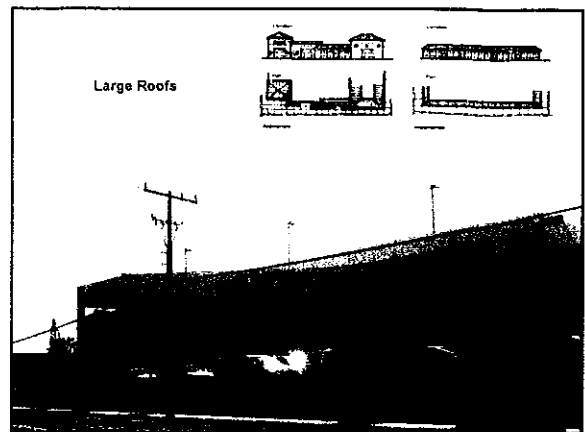
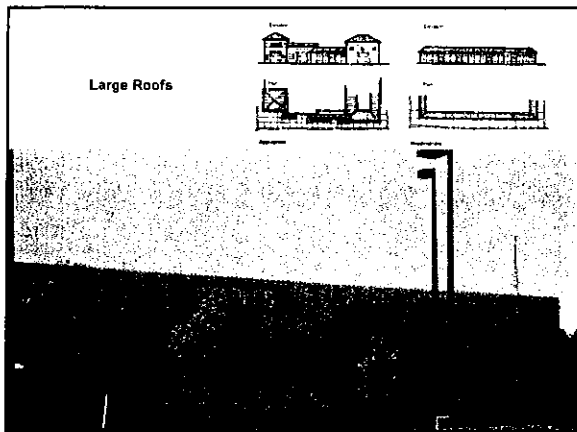
Architectural Design Guidelines











ORDINANCE NO. 16-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 78 OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK TO CREATE NEW ARTICLE XI TO BE ENTITLED "ARCHITECTURAL DESIGN GUIDELINES FOR NON-RESIDENTIAL BUILDINGS" AND WITHIN NEW ARTICLE XI TO CREATE NEW CODE SECTION 78-330 TO BE ENTITLED "GENERAL PROVISIONS"; NEW CODE SECTION 78-331 TO BE ENTITLED "DEFINITIONS"; NEW CODE SECTION 78-332 TO BE ENTITLED "DESIGN TREATMENTS"; NEW CODE SECTION 78-333 TO BE ENTITLED "BUILDING FACADES AND ELEVATIONS"; NEW CODE SECTION 78-334 TO BE ENTITLED "BUILDING COLOR AND FINISH"; NEW CODE SECTION 78-335 TO BE ENTITLED "ARCHITECTURAL ELEMENTS"; NEW CODE SECTION 78-336 TO BE ENTITLED "WINDOW AND DOOR TREATMENTS"; NEW CODE SECTION 78-337 TO BE ENTITLED "PREFERRED ROOF MATERIALS AND STYLES"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to land use and zoning, which have been codified in Chapter 78 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff has recommended to the Town Commission that a new Article XI, of Chapter 78 of the Town Code be created to provide architectural guidelines for non-residential

buildings within the Town and to include new Code Sections 78-330, 78-331, 78-332, 78-333, 78-334, 78-335, 78-336 and 78-337 containing such guidelines; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for architectural guidelines for non-residential buildings within the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

Section 2. Chapter 78, Article XI, to be entitled "Architectural Design Guidelines for Non-Residential Buildings" is hereby created, and new Code Sections 78-330, 78-331, 78-332, 78-333, 78-334, 78-335, 78-336, and 78-337 of the Code of Ordinances of the Town of Lake Park, Florida are hereby created to read as follows:

ARTICLE XI. ARCHITECTURAL DESIGN GUIDELINES FOR NON-RESIDENTIAL BUILDINGS

Sec. 78-330. General provisions.

(1). Intent. The provisions of this article are intended to establish orderly and consistent architectural standards and guidelines for new construction and the redevelopment of non-residential buildings and structures within the Town.

(2). Applicability.

1. New non-residential buildings or structures must comply with all of the provisions of this article.

2. All renovations, additions, or redevelopment to existing structures for which a building permit is required, and where the total cost of the construction is greater than fifty percent (50%) percent of the assessed value of the structure as reflected by the most recent tax roll of Palm Beach County Property Appraiser, or an increase of greater than twenty percent (20%) of the square footage of the existing structure must comply with all of the provisions of this article.

3. All renovations, additions, or redevelopment of existing structures for which a building permit is required, and where the total cost of the construction is less than fifty percent (50%) of the assessed value of the structure as reflected by the most recent tax roll of Palm Beach County Property Appraiser, or an increase of less than twenty percent (20 %) of the square footage of the existing structure shall comply with the provisions of this article to the greatest extent possible.

4. Minor repairs, maintenance, or similar improvements that do not require a building permit, are exempt from the provisions of this article.

(3). *Compatibility with setting.* Buildings shall be designed to be compatible with the surrounding environment to achieve an overall, unified design and character. Design factors shall consider:

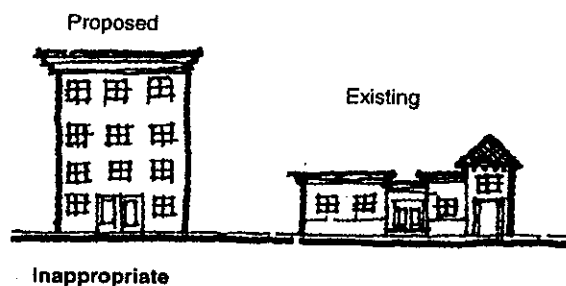
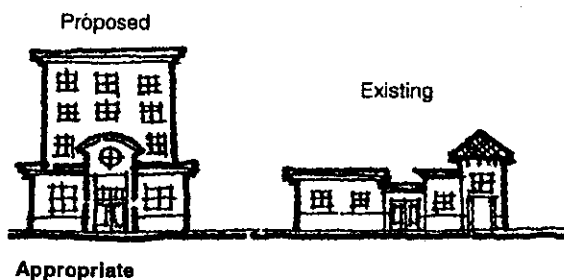
1. The massing of buildings to encourage and allow pedestrian access between sites and structures;
2. The avoidance of blank walls or similar features without architectural interest;
3. The variety of protective features, such as arcades and awnings, building overhangs, landscaping;
4. The size, location, and shape of windows and doors.

(4) *Alternative architectural styles.* The town commission may authorize the use of an alternative architectural style if , in the exercise of their reasonable discretion, the commission determines the alternative design to be consistent with the surrounding architectural character and design intent of the district in which the property is located.

(5) *Facade/wall height transition.* New structures that are to be located within 150 feet of an existing building, and which are site planned to be more than twice the height of any existing building within 150 feet shall be designed with massing elements in order to provide an appropriate structure transition.

1. The transitional massing element can be no more than 100 percent taller than the average height of the adjacent or next closest building(s)
2. Facades shall have architectural articulations at both the pedestrian level and at the roofline.

GRAPHIC LINK: Facades



(6). Illustrative architectural elements. The drawings located in **Figure A** depict architectural elements that are both appropriate and inappropriate. These drawings are for included in this article for illustrative purposes only to demonstrate the design intent of this article. The drawings are not intended to suggest any specific architectural design.

Sec. 78-331. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Architectural composition. The scale, height, mass, proportion, color, form, style, detail, treatment, texture, construction material, and roof design of a project or building.

Articulated parapet. A parapet with a height variation proportional to the building height.

Balustrade. A series of balusters with a top and bottom rail.

Bracket. A decorative support feature located under eaves or overhangs

Canopy. An ornamental roof-like structure used on commercial (non-residential) buildings, which provides advertisement space, shade, and protection for the storefront and pedestrian traffic.

Compatible/compatibility. Design that utilizes accepted site planning (e.g. building placement, orientation and siting) and the elements of architectural composition within the context of the surrounding area. Similar adjacent land uses and/or square footage shall not necessarily constitute architectural compatibility.

Complement/complementary. Having similar architectural composition.

Dormer. A secondary feature of a building housing a window or vent, which is set upon the slope of a roof surface. Dormers may provide ventilation, lighting, or auxiliary living space.

Eave. The projecting overhang at the bottom edge of a roof surface.

Exposed beam. A decorative wooden beam that appears to support eaves, prevalent on bungalow-style residences.

Frieze. A wide facing board located at the junction of the exterior wall and roof eaves.

Gable roof. A triangular section at the end of a pitched roof.

Historical "themes". Any building, structure, or other architecture that is historically or architecturally significant such as Spanish Eclectic, Mediterranean Revival, Florida Vernacular, and Bermuda/Island, which are appropriate historical themes pursuant to this article.

Hip roof. A roof with sloping sides and ends.

Lattice. A panel of criss-crossed diagonal or perpendicular slats often utilized as decorative infill between masonry foundation piers.

Lintel. A horizontal beam located above a window or door.

Louver. A door or window comprised of overlapping downward sloping slats, which shed rain while admitting light and air.

Masonry. Brick, block, or stone, which is secured with mortar.

Massing. A term used to define the overall volume or size of a building.

Molding. A continuous decorative strip of material applied to a surface.

Parapet. A solid protective or decorative wall located along the outside edge of a roof.

Rafter. A wooden member of a roof frame, which slopes downward from the ridgeline.

Scale. A term used to define the proportions of a building in relation to its surroundings.

Shed roof. A roof with a single sloping pitch.

Stucco. A masonry material applied as exterior wall fabric.

Substantial renovation. Any expansion, alteration, renovation, addition, or redevelopment to existing structures where the cost of such is greater than fifty percent (50%) of the assessed value of the structure as reflected by the most recent tax roll of Palm Beach County Property Appraiser, or an increase of greater than twenty percent (20%) of the square footage of the existing structure.

Sec. 78-332. Design treatments.

(1) Building design. Structures must be designed to provide at least three (3) of the following minimum design treatments:

1. The main facades shall incorporate architectural elements, which create a better human scale, such as:

- a. Canopies or porticos integrated with the building's massing and style;
- b. Overhangs proportional in size to the mass of the building; and
- c. Arcades.

2. Pedestrian amenities such as benches, sculptures, tables with umbrellas, and trash receptacles;

3. Peaked roofs with minimum 12-inch overhangs;

4. Ornamental and structural architectural details, which are integrated into the building structure and overall design; and

5. Architectural treatment on all four facades/elevations.

- a. Articulation of individual storefronts or facades greater than fifty (50) feet wide;
- b. Window and door openings expressed as individual units as opposed to window wall strips;
- c. Uniform design; and
- d. Any other treatment determined by the jurisdiction to meet the intent of this section.

GRAPHIC LINK: Architectural Treatment



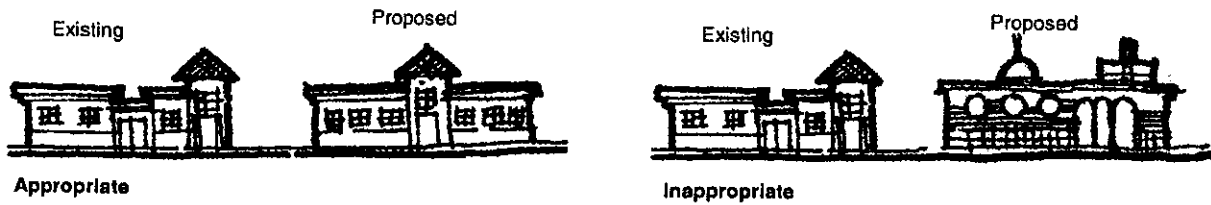
Appropriate



Inappropriate

(2) Unity of character. Buildings or structures, which are part of an existing or future complex shall have a unity of character and design.

GRAPHIC LINK: Unity of character



(3) *Style.* Appropriate historical "themes" as defined by this article are permitted.

(4) *Identical buildings.* Buildings and structures that are identical or similar in design shall not be permitted unless each building is part of an overall development with uniform architectural themes.

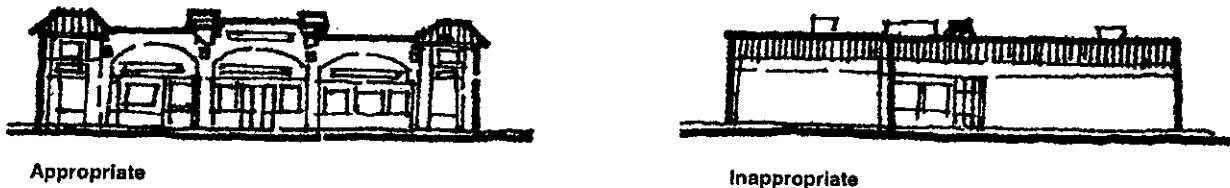
(5) *Scale.* New structures shall relate to the form and scale of surrounding architecture. Buildings taller than two stories shall be evaluated as to their visual impacts upon adjacent structures and/or properties.

(6) *Compatible exterior materials and architectural elements.*

1. Lattice work, decorative moldings.
2. Covered porches with columns and railings.
3. Arbors, trellises, gazebos, picket fences.

(7) *Incompatible architectural elements.* Unarticulated, flat, or blank facades are not permitted.

GRAPHIC LINK: Incompatible elements



(8) *Proportion.* The proportion of the major elements of any structure such as windows, doors and storefront design shall be consistent throughout the proposed development or redevelopment.

Sec. 78-333. Building façade and elevation.

(1) *Building features and ornamentation.* The following building features and ornamentation are encouraged:

1. Cornices and parapets, moldings, pilasters, window surrounds, asymmetrical facades, multi-level roofs, and similar elements;

2. Tile, plaster, poured concrete, or brick materials, consistent with design and style;
3. Functional and ornamental balconies and balustrades located on the walls or facades facing public rights-of-way, excluding alleys;
4. Arcades designed with arches; and
5. Exterior detail elements such as banding and other applied stucco detailing.

(2) Preferred exterior materials. Preferred building exterior siding materials shall include stucco and brick, however cast stone, split blocks, ceramic tiles, high quality coated metal panel systems, and stone are acceptable. Materials including wood, metal siding, fluted block and glass window systems are discouraged.

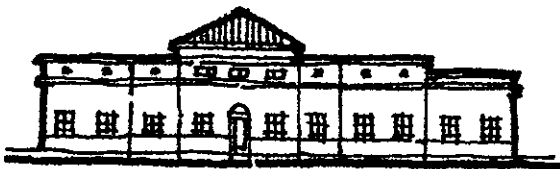
(3) Recesses/projections. Facades greater than fifty (50) feet in length shall incorporate recesses and projections a minimum of twelve (12) inches in depth along a minimum of twenty percent (20%) of the total length of the facade. The recesses or projections shall be distributed along the facade with a maximum spacing of one hundred (100) feet between each recess or projection.

(4) Visible facades. All building facades that are or will be visible from a public right-of-way and/or adjacent and abutting properties shall be designed with regard to their surroundings, but should not be designed to create look-alike buildings. Harmony must be achieved through the proper use of scale, proportions, form, materials, texture, and color.

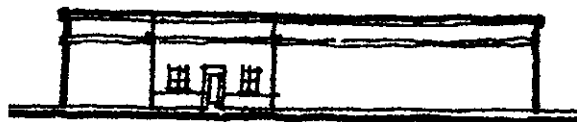
(5) Trademark forms and colors. Businesses and commercial enterprises which propose the use of trademarks, symbolic forms and/or architecture and/or colors schemes in the construction or redevelopment of a property are prohibited if in the sole discretion of the town commission, the proposed features will create a negative visual impact on the surrounding area.

(6) Blank walls. Blank walls shall not exceed ten (10) feet in height or twenty (20) feet in length. Control and expansion joints shall constitute a blank wall, unless used in a decorative pattern with varied materials or textures and spaced a maximum of ten (10) feet on center. Relief and reveal depth shall be a minimum of three-quarter inch. Building wall offsets, including projections, recesses and changes in floor level, shall be used to add architectural interest and variety.

GRAPHIC LINK: Blank Walls



Appropriate



Inappropriate

(7) Other features. Other features, such as gutters, down spouts, vent stacks, vent pipes, and

flashing shall be painted so that the color is consistent with the color scheme of the building.

(8) Storefronts. Individual storefront elements of 50 to 100 foot widths shall be incorporated into the front facade to create a smaller scale for the building. Individual ground-level retail uses with exterior public access that are part of a larger freestanding building shall have display windows along a minimum of twenty percent (20%) of the facade length. Windows shall be defined with details such as frames, sills, shutters, planters, relief trims, or lintels.

Sec 78-334. Building color and finish.

(1) General. Building materials and color selection shall achieve visual order through the consistent use of compatible color palettes.

1. All storefronts within a development shall utilize a consistent palette of materials and textures.

a. Variation of individual storefronts within a given palette of materials may be permitted, however principal walls and facades must maintain a uniform color.

b. Different colors for individual storefronts within a development or complex are permitted as long as overall design integrity is not compromised.

2. Color should be chosen to add to the retail environment of these buildings.

3. The use of color to attract attention to a business from a distance is discouraged and certain color schemes may be prohibited.

(2) Color palette. The exterior color of a building or structure must reflect the following characteristics:

1. Primary colors must be white, light gray, eggshell, pale blue, pale green, coral, peach, pale yellow, buff, beige, and sand.

2. Secondary building colors should be limited to twenty-five (25%) of the wall area. These colors may consist of a medium intensity of the base building color or a complimentary color.

3. Trim colors shall be limited to ten percent (10%) of any single wall area. Trim colors are used for accent and identifying purposes and are the brightest group of colors allowed. These colors include greens, blues, yellows, and others that are found in the local landscape and natural features.

4. Ornamentation, trim, courses, window frames, and door frames may be painted white or a contrasting color such as dark brown, dark gray, blue, light green, brown, plum, black.

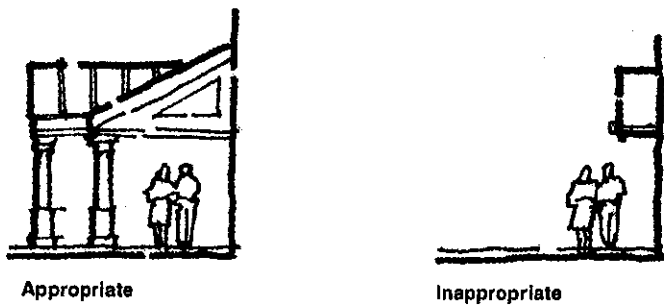
5. Roof materials may be brown, gray, white or other color consistent with the overall color scheme of the structure.

Sec. 78-335. Architectural elements.

(1) Pedestrian walkways. Pedestrian walkways with arcades, awnings or colonnades shall be provided along the front and sides of buildings and be integrated with adjacent properties. Arcades or colonnades shall have a minimum clearance width of six (6) feet and minimum clearance height of

twelve (12) feet. Awnings shall have a minimum clearance width of six (6) feet and minimum clearance height of eight (8) feet. In addition a safe and landscaped pedestrian circulation system shall be provided onsite which connects to public streets and neighborhoods. Sidewalks, where possible, at least eight (8) feet in width shall be provided along all sides of the lot that abut a public street. Sidewalks, no less than (8) feet in width, where possible, shall be provided along the full length of the building along any façade featuring a customer service entrance, and along any area abutting public parking areas. Such sidewalks shall be located at least six (6) feet from the façade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the façade. All internal pedestrian walkways shall be distinguished from driving surfaces through the use of durable, low maintenance surface materials, such as pavers, bricks or scored concrete, to enhance pedestrian safety and comfort as well as the attractiveness of the walkways.

GRAPHIC LINK: Pedestrian walkways



(2) Building height. Building height shall be determined by the applicable zoning district regulations.

(3) Entrances. Entrance design elements that are intended to give protection from the sun and adverse weather conditions shall be integrated into a design style for the building. Each freestanding principal structure shall have a minimum of one clearly defined primary public entrance feature. The primary entrance shall incorporate a minimum of one design element each from Tables 378-335-A and 78-335-B below:

(4) Bike Racks. All nonresidential retail and/or service oriented developments shall provide bike racks. The design of such racks shall be of durable, long-lasting materials.

Table 78-335-A. Primary Entrance Feature Design Element

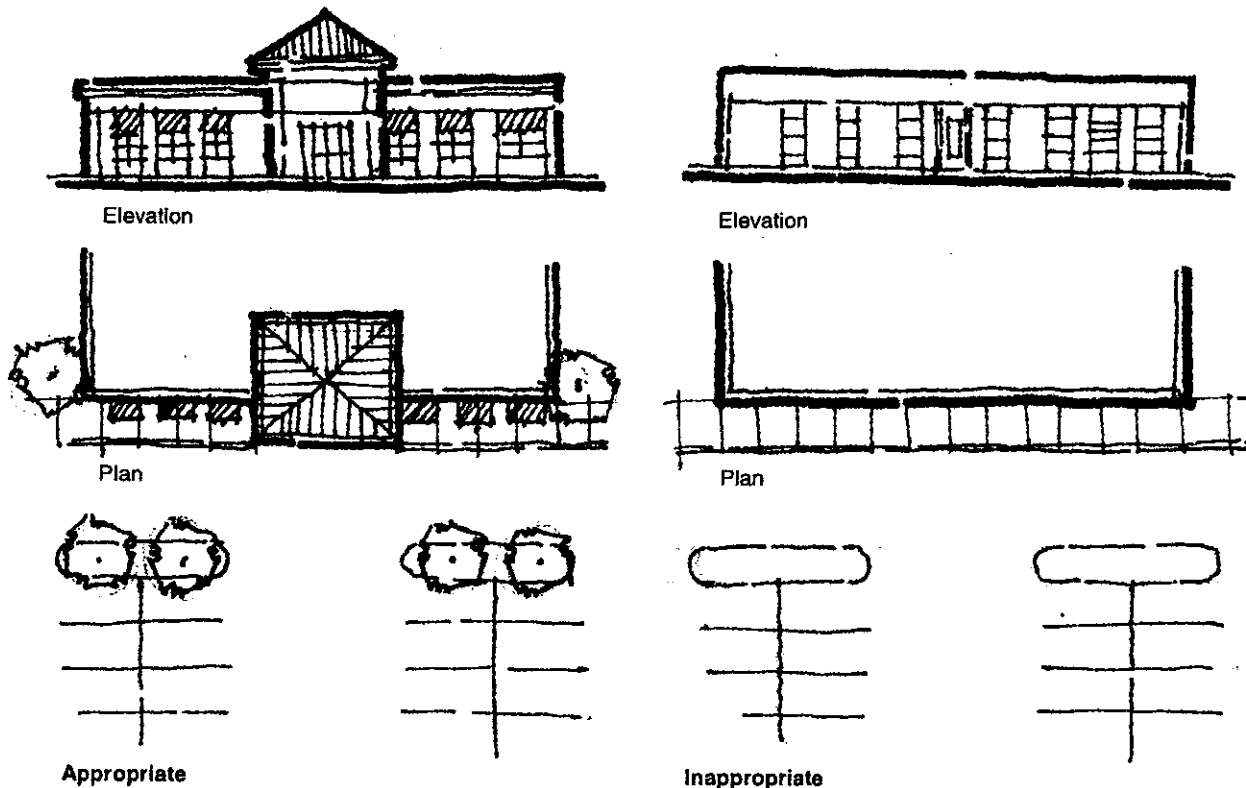
1. Canopies, porte-cocheres, or porticos.
2. Wall recess or projection of a minimum of 12 inches in depth.
3. Covered arcades, a minimum of eight feet clearance in width.

4. Peaked roof forms.
5. Arches, columns, or pilasters.

Table 78-335-B. Secondary Decorative Treatment

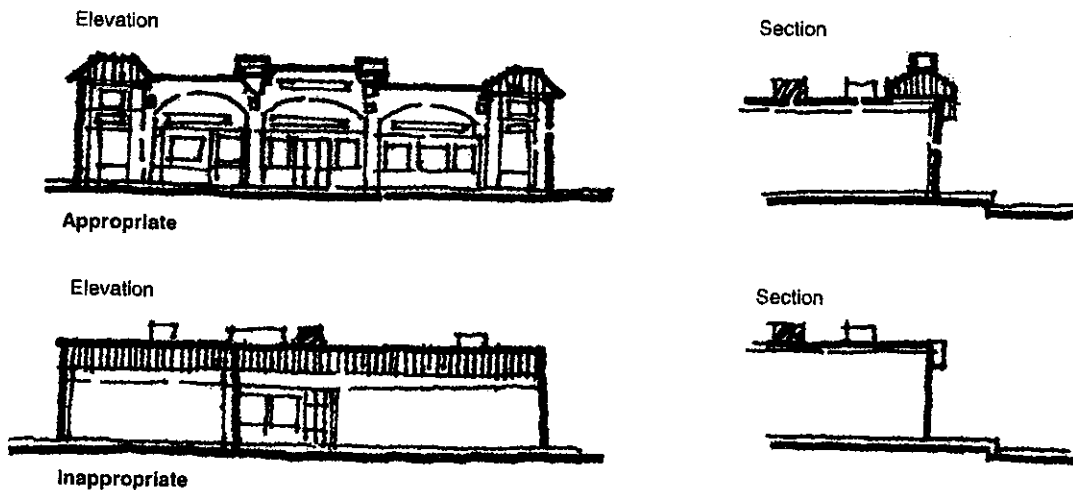
1. Overhangs, cornices and eaves;
2. Decorative moldings or trims around windows and doors;
3. Covered public outdoor patio or plaza incorporated with entrance area which are not part of a tenant space;
4. Special pavers, bricks, decorative concrete, or other similar pavement treatment;
5. Architectural details such as tile work or moldings;
6. Benches or other seating components;
7. Decorative landscape planters or wing walls that incorporate landscaped areas;
8. Structural or vegetative shading.

GRAPHIC LINK: Entrances



(4) Mechanical equipment screening. All rooftop mechanical equipment shall be located at a distance from the edge of the building and properly screened so as not to be visible from any street or adjoining property. Materials used for screening purposes shall be compatible with the architectural style, color, and materials of the principal building.

GRAPHIC LINK: Mechanical equipment screening



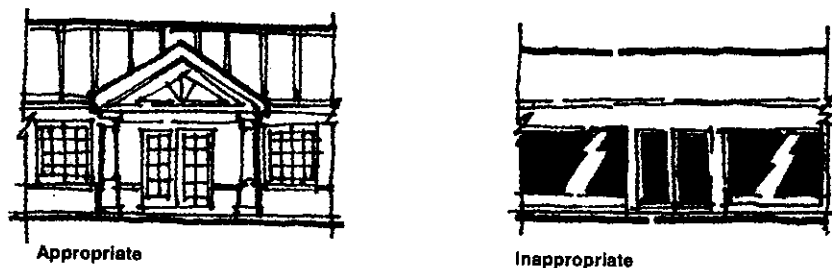
(5) Cornices. Existing cornices should be retained and preserved.

Sec. 78-336. Window/ and door treatments.

(1). Windows. The following major design characteristics are encouraged:

1. Arches integrated into window designs;
2. Trim color in contrast with principal color of structure;
3. Large ground level storefront windows, consisting of at least 50 percent of the wall area of the storefront;
 - a. The windows of all ground floor businesses open to the public shall remain clear of curtains, shutters, or similar visual barriers, which would obscure interior displays or activities.
 - b. Reflective or darkly tinted glass, which prevents seeing into the building is not permitted on the ground level.
4. Recessed openings;
5. Hurricane/security panels or shutters which are removable, recessed, or architecturally compatible with overall design, and consistent with wind load resistance standards; and
6. Replacement windows should fill the entire opening and duplicate the original pattern. Surrounding trim should be retained in the proper style and proportion.

GRAPHIC LINK: Windows



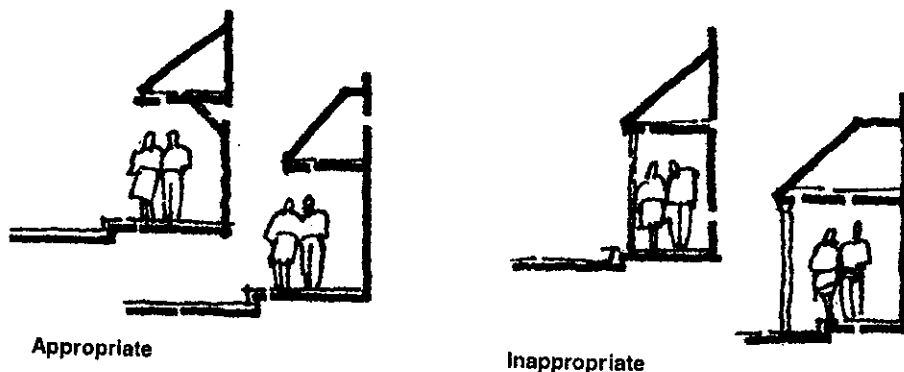
(2) *Doors.* The following major design characteristics are encouraged:

1. Recessed openings;
2. Scaled and proportionate to balance of structure;
3. Articulated and ornamental door design; and
4. Use of materials to convey mass and strength.

(3) *Awnings.* Awnings shall reflect colors that compliment the existing architecture and not detract from the storefront or from adjacent storefronts.

1. All awning supports must be attached to the building, not placed in the sidewalk or extending into the parking lot. Additionally, awning frames shall be simple pipe frames, well concealed by canvas covers or attachments.
2. Plastic backlit awnings or awnings constructed of shiny materials are not permitted.

GRAPHIC LINK: Awnings



(4) *Fenestration and details.* Architectural features or details such as windows, awnings, covered arcades, sills, shutters, reliefs, trims, columns, pilasters, quoins, reveals, cornices, horizontal banding, arches, decorative vents, and/or accent tile, shall be integrated into the facade to avoid the appearance of a blank wall and shall be provided along a minimum of sixty percent (60%) of the facade length of the front and side facades, and rear facades if the building or structure abuts or is contiguous to a public street, right-of-way or a residential zoning district.

(5) *Materials.* Doors and windows must be glass and aluminum (painted) storefront, high quality steel and glass systems, high quality woods such as plantation grown teak or mahogany, and brass, bronze or stainless steel.

(6) *Exterior treatment.* The exterior treatment of the front elevation shall consist of a minimum of two different building materials, textures, or finishes at a ratio of a maximum of eighty percent (80%) for the primary treatment and a minimum of twenty percent (20%) total for the secondary treatment. Exterior finishes such as stucco, brick, wood, coquina or cut stone are encouraged. The surfaces of multiple exterior storefronts within a building, except regional commercial facilities,

shall compliment contiguous storefronts.

(7) Kick plates. Kick plates protect windows by raising the glass area to a safer and more easily viewed height. New storefronts may have simplified kick plates, or an all-glass front that creates a kick plate line and proportion by use of a framing bar or painted line.

Sec. 78-337. Preferred roof materials and styles.

(1) Design types. The following major design characteristics are encouraged:

1. Flat roofs with an articulated parapet of four feet in height necessary to screen mechanical equipment.
2. Hip or gable roofs, minimum of 1:3 pitch, positioned so that the hip-roof end is facing the street.
3. Exposed rafter tails.
4. Pitched roofs or shed-style arcades of flat, S-shape, or barrel vaulted cement or clay tiles are encouraged.
5. Standing seam metal roofs made of copper, stainless steel or galvanized steel are acceptable. Other metal roof types including industrial rib roofs are prohibited.
6. Mansard roof, which shall wrap around the building so that there is visual continuity around the entire building. Vertical roofs and mansard roofs used on a portion of the building perimeter only are prohibited.
7. Overhangs over pedestrian walkways are encouraged to provide shade and rain protection. All overhangs shall wrap around the building so that there is visual continuity around the entire building.

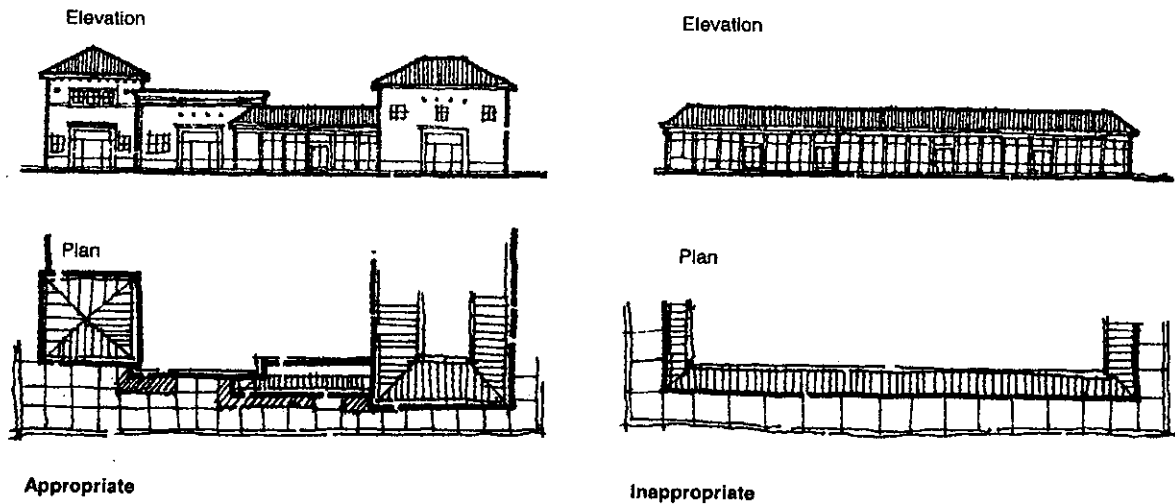
(2) Treatments. Roof features shall be in scale with the building's mass and complement the character of adjoining and/or adjacent buildings or properties.

(3) Edge and parapet treatment. A minimum of two locations, the roof edge and/or parapet shall have a vertical change from the dominant roof condition a minimum of four feet. At least one such change shall be located on a primary facade adjacent to the street or right-of-way. Architects and building designers are encouraged to articulate the parapet wall as a means of adding interest to the building facade and to screen any mechanical equipment.

(4) Preferred materials for pitched roofs. Roofing material shall be constructed to enhance the appearance of the town. Materials shall include glazed or unglazed ceramic tiles, metal shingle, concrete tile, or slate barrel, "s" shape, or similar style clay or cement tiles.

(5) Large, unarticulated roofs. The roofline at the top of the structure shall not run continuously for more than one hundred (100) feet without offsetting or jogging the roof plane.

GRAPHIC LINK: Large, unarticulated roofs



Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Ordinances and may be renumbered or relettered to accomplish such, and the word “ordinance” may be changed to “section,” “article,” or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

TAB 16

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. Tab 16

- ☐ PUBLIC HEARING
☐ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☐ DISCUSSION

☒ **ORDINANCE ON FIRST READING**

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: An ordinance amending Chapter 6 of the Town Code entitled "Alcoholic Beverages" to establish an "open container" ordinance and provide regulations for the consumption of alcoholic beverages in private parking lots and enforcement by the Palm Beach County Sheriff's Office.

RECOMMENDED MOTION/ACTION: Motion to approve

Approved by Town Manager

W. Davis

Date:

7/10/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: [x] Town Attorney KER 070307 [] Community Affairs [X] Community Development	[] Finance [] Fire Dept [] Library [] PBSO	[] Personnel [] Public Works [] Town Clerk [] Town Manager
Advertised: Date: _____ Paper: _____ [] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The existing Code does not regulate the consumption of alcoholic beverages in private parking lots located adjacent to commercial and multifamily buildings. After a variety of recent incidents of disorderly conduct in private parking lots, the Palm Beach Sheriff's Office suggested that the Town adopt regulations authorizing PBSO to enforce the open container ordinance in private commercial parking lots within the Town.

ORDINANCE NO. 17-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 6, ENTITLED "ALCOHOLIC BEVERAGES"; OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK, TO AMEND SECTION 6-1 ENTITLED "DEFINITIONS;" TO RETITLE SECTION 6-1 AS "LEGISLATIVE INTENT FOR OPEN CONTAINER ORDINANCE"; TO AMEND SECTION 6-2 ENTITLED "DRINKING IN PUBLIC PLACES"; TO RETITLE AS "DEFINITIONS"; TO AMEND SECTION 6-3 ENTITLED "SALE NEAR CHURCHES, SCHOOLS, ETC." TO RETITLE AS "CONSUMPTION AND POSSESSION OF ALCOHOLIC BEVERAGES IN UNLICENSED ESTABLISHMENTS, PUBLIC PARKING LOTS, PUBLIC WAYS AND PLACES PROHIBITED" CREATING NEW SECTION 6-6 TO BE ENTITLED "SALE NEAR CERTAIN USES PROHIBITED"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Lake Park is deeply concerned that the uncontrolled consumption of alcoholic beverages in unlicensed establishments, and around the outside of licensed commercial establishments, and parking lots, parks, public places and ways, contributes to lewd behavior, verbal harassment, intoxicated and disorderly conduct, destruction of property, excessive noise and litter, amongst other noxious behaviors and nuisance-like conditions; and

WHEREAS, the uncontrolled consumption of alcoholic beverages, in unlicensed establishments and outside of commercial establishments, and parking lots and public ways, has also led to an increase in the number of violent crimes committed on and near such places, and this type of misconduct affects the public's use and enjoyment of these areas; and

WHEREAS, the Town has not found a more effective means to deter this destructive and offensive conduct, other than to regulate and prohibit the possession and consumption of alcoholic beverages in these areas, including but not limited to, open containers containing alcoholic beverages in such public areas; and

WHEREAS, Town staff has recommended to the Town Commission that it amend Chapter 6, "Alcoholic Beverages" to supplement the existing restrictions on the sale and consumption of alcoholic beverages, and to provide more comprehensive "open container" regulations and restrictions, prohibiting the possession and consumption of alcoholic beverages in certain public places within the Town, and

WHEREAS, the Town has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapter 166, *Florida Statutes*, to adopt such provisions in order to protect the health, safety, and welfare of its residents; and,

WHEREAS, the Town Commission has reviewed the recommendations of Town staff, and has determined that renumbering Sections 6-1, 6-2, 6-3 and creating new Section 6-6 of Chapter 6 of the Town's Code of Ordinances is necessary to further the public health, safety and welfare; and

WHEREAS, the Town Commission finds that the amending of Chapter 6, to create a more comprehensive "open container" law regulating the use and consumption of alcoholic beverages within the Town of Lake Park, is in the best interest of the health, safety, and welfare of the residents and citizens of the Town of Lake Park.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, THAT:

Section 1. The whereas clauses are incorporated herein as true and correct and as the findings of fact and conclusions of law of the Town Commission.

Section 2. Chapter 6 of the Town of Lake Park Code of Ordinances is hereby

amended by amending the titles and text of Sections 6-1, 6-2, 6-3 to read as follows:

Sec. 6-1.—Definitions.— Legislative intent for open container ordinance.

~~(a) Generally.~~ The following words, terms and phrases, when used in this chapter, shall have the meaning respectively ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Alcoholic beverage~~ means distilled spirits and beverages one-half of one percent or more alcohol by volume. The percentage of alcohol by volume shall be determined by measuring the volume of the standard ethyl alcohol in the beverage and comparing it with the volume of the remainder of the ingredients as though the remainder ingredients were distilled water.

~~Alcoholic beverage establishment~~ means any establishment located in the town at which alcoholic beverages, beer or wine are, or are available to be, sold, dispensed, consumed, possessed or offered for sale for consumption on the premises.

~~Nudity~~ means the showing or exposing to public view the human male or female genitals, pubic area, vulva, buttocks, anus, anal cleft or cleavage, or any portion of the foregoing specified anatomical areas, or any simulation thereof; the showing or exposing to public view any portion of the human female breasts any portion thereof encompassed within an area falling below the horizontal line one would have to draw to intersect a point above the top of the areola, or any portion of the areola, or any simulation thereof. This definition shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit or other wearing apparel, provided the areola is not exposed.

~~Partial nudity~~ means the showing or exposing to public view of the human male or female genitals, pubic area, buttocks, or any portion thereof, with less than a full opaque covering; the showing or exposing to public view of the female breast or any portion thereof, with less than a full opaque covering; or the showing or exposing to public view, or depiction or, covered male genitals in a discernibly turgid state.

~~Permitting nudity or partial nudity or acts of prohibited sexual conduct~~ means any person maintaining, owning, managing or operating an alcoholic beverage establishment or private club knowingly or with reason to know who suffers or permits nudity or partial nudity or acts of prohibited sexual conduct to occur on the premises of such establishment.

~~Prohibited sexual conduct~~ means the engaging in of any sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act which is prohibited by law, any touching, caressing or fondling of breasts, buttocks or any portion thereof, or anus or genitals, or the simulation thereof.

~~(b) Other words and phrases.~~ Other words and phrases shall be as defined in F.S. § 561.01.

It is the finding of fact of the Town Commission, that the uncontrolled consumption of alcoholic beverages in unlicensed establishments and around the exterior of commercial establishments, in parking lots and in public places and public ways, contributes to various criminal mischief and other criminal and/or nuisance-like behaviors, including but not limited to, lewd and lascivious behavior, verbal harassment, intoxicated and disorderly conduct, destruction of property, assaults and batteries, vandalism, excessive noise and litter, and other noxious and offensive activities. The uncontrolled consumption of alcoholic beverages, in and around such places, has led to an increase in the number of violent crimes and complaints from the public, including residents and visitors alike. Individuals consuming alcoholic beverages in unlicensed or un-permitted public

places and areas, deter the public's use and enjoyment of public amenities and places. The most effective proven means to deter the violent, disorderly, destructive or offensive conduct associated with the open consumption of alcoholic beverages around the exterior of commercial establishments, in parking lots and in other public places and ways is to adopt "open container" regulations to prohibit the possession and consumption of alcohol in such areas.

Sec. 6-2. Drinking in public places. Definitions.

No person shall consume any alcoholic beverage in or upon any public street, avenue, alley, park, or other public way in the town unless authorized by a special event permit duly issued pursuant to the provisions of this Code. The town marina shall be excluded from the definition of "park" for purposes of this section.

Definitions. In this section, the following terms and phrases shall have the meanings set forth in this subsection, unless the context clearly indicates otherwise:

Alcoholic beverage means any beverage containing one-half of one percent or more of alcohol by volume, as determined in accordance with F.S. § 561.01(4) (b). There shall be a presumption of the presence of alcohol in a beverage if a town law enforcement or code enforcement officer, who by taste, smell or the drinking of such alcoholic beverage, has knowledge as to the presence of alcohol in the subject beverage.

Beverage law means F.S. chs. 561, 562, 563, 564, 565, 567, 568.

Commercial establishment parking lot means any private or public area appurtenant to commercial and multifamily apartment establishments used by the public for parking for, and pedestrian access to, commercial and multifamily apartment establishments, including drives, parking areas and sidewalks and walkways appurtenant thereto.

Container shall mean any can, glass, bottle, carton, cup or other thing which is capable of holding or containing liquids, and which is so configured that a person can drink there from and which contains any amounts of an alcoholic beverage; and shall mean any commercially marketed alcoholic beverage, including beer, wine or liquor, the container of which is open or has been opened; and shall mean any alcoholic beverage container that is marketed with a seal that must be broken to be opened and such seal is broken; or shall mean any opened but empty alcoholic beverage containers that are commercially marketed such as beer, wine, liquor, gin, vodka or other alcoholic beverages.

Nudity means the showing or exposing to public view the human male or female genitals, pubic area, vulva, buttocks, anus, anal cleft or cleavage, or any portion of the foregoing specified anatomical areas, or any simulation thereof; the showing or exposing to public view any portion of the human female breasts any portion thereof encompassed within an area falling below the horizontal line one would have to draw to intersect a point above the top of the areola, or any portion of the areola, or any simulation thereof. This definition shall include the entire lower portion of the human female breast, but shall not include any portion of the cleavage of the human female breast exhibited by a dress, blouse, shirt, leotard, bathing suit or other wearing apparel, provided the areola is not exposed.

Partial nudity means the showing or exposing to public view of the human male or female genitals, pubic area, buttocks, or any portion thereof, with less than a full opaque covering; the showing or exposing to public view of the female breast or any portion thereof, with less than a full opaque covering; or the showing or exposing to public view, or depiction or, covered male genitals in a discernibly turgid state.

Permitting nudity or partial nudity or acts of prohibited sexual conduct means any person maintaining, owning, managing or operating an alcoholic beverage establishment or private club knowingly or with reason to know who suffers or permits nudity or partial nudity or acts of prohibited sexual conduct to occur on the premises of such establishment.

Possession. An open container shall be considered to be in possession of a person if such a container is physically held by or readily accessible to the person by being within such person's grasp or if such person is observed drinking from such open container. An open container shall not be considered to be in the possession of a person if the open container is located in a locked glove compartment, or other locked compartment, trunk, or other non-passenger area of the vehicle as intended by the manufacturer. An open container shall not be considered in the possession of a person if the open container is contained in a properly sealed box or located in the refrigerator or other cabinet of a motor home or recreational vehicle-type unit which is defined as: "primarily designed as temporary living quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle."

Prohibited sexual conduct means the engaging in of any sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation, any sexual act which is prohibited by law, any touching, caressing or fondling of breasts, buttocks or any portion thereof, or anus or genitals, or the simulation thereof.

Public or semi-public way or place shall mean any public park, public or private street, avenue, boulevard, roadway, highway, alley, right-of-way, parking lot or area (including public and private parking lots used for public parking and pedestrian access to commercial establishments), and any other public place of whatever nature, when any part thereof is open to the public located within the town. This term does not include private driveways serving a single family residence or duplex.

Sale means any transfer of an alcoholic beverage for a consideration or any gift of an alcoholic beverage in connection with or as a part of a transfer of any property or product not an alcoholic beverage for a consideration.

Vendor of alcoholic beverages (referred to herein as "vendor") means any person who owns or operates a business establishment, which sells or dispenses any alcoholic beverages for consumption on or off the premises.

Sec. 6-3. ~~Sale near churches, schools, etc.~~ Consumption and possession of alcoholic beverages in unlicensed establishments, public parking lots, public places and ways prohibited.

(a) ~~No person or entity may sell alcoholic beverages for consumption either on or off the premises where the place of sale is within 500 feet of real property that comprises a church, public or private elementary school, middle, or secondary school, or park.~~

(b) ~~The measurement provided in subsection (a) of this section shall be measured by drawing a straight line between the closest property lines of the place of sale and the real property that comprises a church, public or private elementary school, middle school, or secondary school, or park.~~

(a) Restrictions on the consumption of alcoholic beverages at commercial establishments. The consumption of alcohol on the premises of unlicensed commercial establishments is hereby prohibited. No person shall consume alcoholic beverages or cause alcoholic beverages to be added to any other beverage on the premises of any commercial establishment unless the owner of the establishment is licensed to sell alcoholic beverages to be consumed on the premises. For the purposes of this Section, the term "premises" shall include the parking area of the

commercial establishment. No person licensed by the beverage department of the state, who is not licensed to sell alcoholic beverages to be consumed on the premises, shall knowingly furnish or provide any set-ups, glasses or other service to any person for the purpose of consuming alcoholic beverages on the premises. No owner of any commercial establishment who is not licensed by the beverage department of the state to sell alcoholic beverages to be consumed on the premises, or any operator or employee of any such establishment, shall knowingly sell, furnish or provide any set-ups, glasses or any other service to any person for the purpose of consuming alcoholic beverages on the premises.

(b) *Consumption and possession prohibited in parking lots; exceptions.* It is unlawful for any vendor or for any agent, servant or employee of any such vendor, to permit the consumption of any alcoholic beverages in or upon any parking or other area outside of the building or room stated in the vendor's license certificate as the address thereof, when any part of such parking or area is adjacent to the building or premises in which the business license is operated, and when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such licensed vendor or by any agent, servant or employee of such licensed vendor. The licensed vendor shall post and maintain a legible, painted or printed sign in at least two (2) separate prominent places on such parking or other areas, with sufficient light directed thereon to be visible during the hours of darkness while such place of business is open, in letters of not less than three (3) inches in height, stating:

"WARNING"

"Drinking alcoholic beverages on the exterior of this premises or in the parking lot or in the public right-of-way is strictly prohibited and subject to a \$500 fine or 60 days in jail, or both- Town of Lake Park Ordinance"

(1) It is unlawful for any person to consume an alcoholic beverage in or upon any parking area outside of and adjacent to a vendor's licensed premises when such parking or other area is owned, rented, leased, regulated, controlled or provided, directly or indirectly, by such vendor.

(2) If any licensed vendor mentioned herein is a corporation, then the officers of such corporation shall be regarded as the owners thereof, for the purposes of enforcement of this section.

(c) *Possession of alcoholic beverages in and upon public places and public ways, including but not limited to, parks, streets, benches, sidewalks, parking lots, alleys, etc.* It shall be unlawful for any person to drink, consume and/or possess or carry an open container of alcoholic beverage on the premises outside of, or on any streets, alleys, sidewalks, benches, or parking areas, and on other lands open to the public and/or owned or controlled by the town which are open to the general public, provided however that the Town Commission may permit consumption and carrying of alcoholic beverages during special events pursuant to the special event permits issued in accordance with the special event provisions of this Code. For the purposes of this Section, the Lake Park Harbor Marina and Kelsey Park shall be excluded from the definition of "park."

(d) *Possession of alcoholic beverages in parking lots prohibited; exception.* It shall be unlawful for any person to possess or consume any alcoholic beverage in or within 500 feet of a commercial establishment parking lot in the town except in those areas in which such possession is permitted pursuant to the Beverage Law, special or general act of the state legislature, the Florida Administrative Code, or town permit, ordinance, resolution or administrative approval unless such alcoholic beverage is in the original container with the seal unbroken.

(e) *Exemptions.* This section shall not apply to:

(1) Any person engaged in picking up empty beverage containers for the purpose of collecting the deposit or value of the bottle or can itself, nor to any person taking part in a litter control campaign; or

(2) The possession of any open container by any licensed distributor or licensed vendor of alcoholic beverages, provided that such alcoholic beverage is being transported solely for commercial purposes.

(3) Persons consuming alcoholic beverages at a special event, for which the Town has issued a special event permit which includes the authorization for the sale and consumption of alcoholic beverages, and provided that the alcoholic beverages are not contained within a glass or metal container.

(f) Taking open container from licensed premises prohibited; vendor's responsibilities.

It is unlawful for any vendor or his agents or employees, licensed to sell beer, wine, liquor or other alcoholic beverages within the unincorporated areas of the county, to knowingly allow any person to take from the licensed premises any opened beer, wine, liquor or other alcoholic beverage container, or to knowingly allow any person to take from the licensed premises any glass or other open or unsealed container containing an alcoholic beverage or any mixture containing an alcoholic beverage.

(g) Enforcement of section. It shall be the duty and responsibility of all town law enforcement and code enforcement officers to enforce the provisions of this section.

Sec. 6-6. Sale of alcohol near certain uses prohibited.

(a) No person or entity may sell alcoholic beverages for consumption either on or off the premises where the place of sale is within 500 feet of real property that is being used as a church, public or private day care center, elementary school, middle school, high school, or secondary school, or park.

(b) The measurement provided in subsection (a) of this section shall be measured by drawing a straight line between the closest property lines of the place of sale and the real property being used as a church, public or private day care center, elementary school, middle school, high school or secondary school, or park.

(c) For purposes of this Section, Kelsey Park and the Lake Park Harbor Marina shall be excluded from the definition of "park".

Section 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. **Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 7. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

Upon First Reading this ____ day of _____, 2007, the foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
Mayor Paul W. Castro	_____	_____
Vice-Mayor Ed Daly	_____	_____
Commissioner G. Chuck Balus	_____	_____
Commissioner Jeff Carey	_____	_____
Commissioner Patricia Osterman	_____	_____

Upon Second Reading this ____ day of _____, 2007, the foregoing Ordinance was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
Mayor Paul W. Castro	_____	_____
Vice-Mayor Ed Daly	_____	_____
Commissioner G. Chuck Balus	_____	_____
Commissioner Jeff Carey	_____	_____
Commissioner Patricia Osterman	_____	_____

The Mayor thereupon declared Ordinance _____ duly passed and adopted this ____ day of _____, 2007.

ATTEST:

TOWN OF LAKE PARK

Vivian Mendez, Town Clerk

BY: _____
Paul W. Castro, Mayor

[TOWN SEAL]

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird, Town Attorney

TAB 17

**Town of Lake Park Town Commission
Agenda Request Form**

Meeting Date: July 18, 2007

Agenda Item No. Tab 17

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Town initiated text amendment to the Historic Preservation Code Section 66-10 to eliminate an onerous requirement that non-significant and undesignated buildings listed in the Town survey and which are at least 50 years old, must receive a certificate of appropriateness from the Historic Preservation Board.

RECOMMENDED MOTION/ACTION: Motion to approve on first reading.

Approved by Town Manager

[Signature: M. Davis]

Date:

5/30/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Ordinance Staff Report
Department Review: <input checked="" type="checkbox"/> Town Attorney <i>[Signature]</i> <input type="checkbox"/> Community Affairs <input checked="" type="checkbox"/> Community Development <i>[Signature]</i>	<input type="checkbox"/> Finance <input type="checkbox"/> Fire Dept <input type="checkbox"/> Library <input type="checkbox"/> PBSO	<input type="checkbox"/> Personnel <input type="checkbox"/> Public Works <input type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="border: 1px solid black; height: 40px; width: 100%;"></div>	
Yes I have notified everyone <i>[Signature]</i> or Not applicable in this case _____ Please initial one.		

Summary Explanation/Background: Section 66-10 of the Historic Preservation Code, requires that the owner of any building, which is at least 50 years old, and is listed on the Lake Park Historical Survey to apply for a certificate of appropriateness, (regardless of whether the building is designated as historic or not), before the building can be renovated, demolished, altered, moved, restored. There are currently 103 buildings listed on the Survey and only 18 are designated as historic, thereby leaving 85 buildings that are 50+ years old but which are not designated historic. After consultation with the Town Attorney both Staff and the Town Attorney are of the opinion that the ordinance as written is unfair and inequitable to require these owners to apply for a certificate of appropriateness, since there is no difference between these buildings and buildings not listed on the Survey. Removing the reference to 50 year old building relieves the homeowners from being subjected to this burdensome requirement.

ORDINANCE NO. 03-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 66, SECTION 66-10 ENTITLED "APPLICATION FOR CERTIFICATE OF APPROPRIATENESS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to the protection of historic structures within the Town which have been codified in Chapter 66, of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff has recommended to the Town Commission that Town Code Section 66-10 be amended to provide for the deletion of certain requirements that mandate the review of non-significant and undesignated structures; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend the Town's Code to provide for such additional regulations and procedures;

WHEREAS, the amendment of Section 66-10 would further the public's health, safety and general welfare; and would preserve and enhance property values within the Town, generally; and

WHEREAS, the purpose and intent of the amendment of this Code Section is to relieve the obligation of non-significant and undesignated structures within the Town to be reviewed by the Historical Preservation Board.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION

OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are hereby incorporated as true and correct findings of fact of the Town Commission.

Section 2. Chapter 66, Section 66-10 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 66-10. Application for certificate of appropriateness.

(a) *Certificate required as prerequisite to alteration, etc.* No building, structure, improvement, landscape feature or archeological site within the town, which is designated pursuant to section 66-9 ~~or has been identified as 50 years old or older in the Lake Park Historical Structure Survey, dated June 1998, shall~~ may be erected, altered, restored, renovated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any architectural features, landscape features or site improvements, has been submitted to and approved pursuant to the procedures in this section. As a prerequisite to the alteration, etc., of a single family home which has been identified as being 50 years or older in the Lake Park Historical Structure Survey, dated June 1998, the community development director shall notify the owner that the home is one of the sites identified in the Lake Park Historical Structure Survey dated 1998 as being eligible for listing on the local historic register. The community development director shall notify the owner of their eligibility for designation, and seek designation with the owner's consent. All collateral materials, including incentive opportunities shall be provided to the homeowner.

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. Codification. The provision of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the ordinance maybe renumbered or re-lettered to accomplish such.

Section 6. Effective date. This Ordinance shall take effect immediately upon passage.

Commission member _____, offered the foregoing Ordinance,
and moved its adoption. The Motion was seconded by Commission member
_____, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
PAUL W. CASTRO, MAYOR	_____	_____	_____
EDWARD DALY, VICE MAYOR	_____	_____	_____
G. CHUCK BALIUS, COMMISSIONER	_____	_____	_____
JEFF CAREY, COMMISSIONER	_____	_____	_____
PATRICIA OSTERMAN, COMMISSIONER	_____	_____	_____

The Mayor thereupon declared the Ordinance duly passed and adopted this ____ day
of _____, 2007.

TOWN OF LAKE PARK, FLORIDA

BY: _____
PAUL W. CASTRO, MAYOR

First Reading: _____
Second Reading: _____

ATTEST:

BY: _____
VIVIAN MENDEZ, TOWN CLERK

REVIEWED FOR LEGAL FORM
AND SUFFICIENCY

BY: _____
THOMAS BAIRD, TOWN ATTORNEY

TAB 18

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: July 18, 2007Agenda Item No. Tab 18

- ☐ PUBLIC HEARING
☒ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☐ DISCUSSION

☐ ORDINANCE ON FIRST READING☐ BID/RFP AWARD☐ APPROVAL OF ITEM☐ CONSENT AGENDA☐**SUBJECT:** Public Records Request Ordinance 08-2007**RECOMMENDED MOTION/ACTION:** Approve on first reading the Ordinance regarding Public Records Requests.

Approved by Town Manager

Date:

Vincent Mendez
 Name/Title

May 7, 2007
 Date of Actual Submittal

Originating Department: Town Attorney	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> Community Affairs <input type="checkbox"/> Community Development <input type="checkbox"/> Finance	<input type="checkbox"/> Fire Dept <input type="checkbox"/> Human Resources <input type="checkbox"/> Library <input type="checkbox"/> Marina <input type="checkbox"/> PBSO	<input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Town Attorney <input checked="" type="checkbox"/> Town Clerk <input type="checkbox"/> Town Manager
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____ Please initial one.

Summary Explanation/Background: When a Public Records Request is made pursuant to Chapter 119 Florida Statute either in person, in writing, or by phone, the recipient of the request shall immediately notify the Town Clerk. The Town Clerk, within 24 hours, shall issue a written acknowledgement of receipt to the requestor including the total estimated cost and provide a copy to the Town Attorney. Copies of documents are charged per F.S. 119.07 (4).

ORDINANCE NO. 08-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 2, ARTICLE I, OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO TOWN ADMINISTRATION, TO AMEND ARTICLE I, TO CREATE NEW SECTION 2-4 TO BE ENTITLED "PROVISIONS FOR PROCESSING PUBLIC RECORDS REQUESTS"; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, both Article 1, Section 24(a) of the Florida Constitution, and Chapter 119, F.S., commonly known as the "Public Records Act" ("Act"), provide a public right of access to any public record which is made or received in connection with the official business of any public body, officer, or employee; and

WHEREAS, Town staff has recommended that Town Commission adopt a procedure for processing public records requests in order to ensure compliance with the requirements of the Act; and

WHEREAS, the Town Commission has reviewed the recommendations of Town staff, and has determined that creating Section 2-4, of Chapter 2, Article I, pertaining to the processing of public records requests pursuant to the requirements of the Act is necessary to further the public's health, safety and welfare.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN

OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the findings of the Town Commission.

Section 2. Chapter 2, Article I, Section 2-4 of the Code of Ordinances of the Town of Lake Park, Florida is hereby created to read as follows:

Sec. 2-4. Procedures for processing public records requests.

(1) Definitions.

For the purpose of this section the following terms are defined:

- a. Clerk- the Town Clerk of the Town of Lake Park, Florida
- b. Confidential or Sensitive Records – Records which are presently provided by law to be confidential or which are prohibited from being inspected by the public by either general or special law.
- c. Extensive Use of Resources – When the nature or volume of the public records requested to be inspected, examined, or copied requires the use of the town information technology resources and/or labor time required of clerical or supervisory employees exceed one half hour, the particular use of such resources is considered extensive.
- d. Other recipient- a town employee of the Town of Lake Park, Florida other than the Town Clerk..
- e. Public Record – All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.
- f. Requestor- a person or entity which requests the inspection and/or copies of public records of the town.

(2) Public records requests to be submitted to town clerk. All requests for the inspection and/or copying of town public records should be submitted to the town clerk ("clerk") on the town's public records request form. As soon as is reasonably practicable after receipt of a records request, the clerk or other recipient of the request shall acknowledge the receipt of the request, either orally or in writing to the requestor, and shall confirm with the requestor whether the request is for records inspection only, or inspection and/or copies of the records.

(3) Public records request forms. Whenever a request for public records of the town is made pursuant to Chapter 119, Fla. Stat. (the "The Public Records Act" or the "Act") and is received by the town, the requestor shall be asked to complete the town public records request form, and the requestor shall be provided with such form. If the requestor refuses to execute the form, the town

shall still process the request, but may require additional information regarding the request in the nature and/or scope of the request is unclear.

(4) *Provision of the request to the town attorney or his/her designee.* If the clerk or other recipient deems it necessary or appropriate, the request shall be provided to the town attorney or his/her designee for review to determine if the request is an appropriate public records request under the Act and Florida law interpreting the requirements of the Act, and if any of the requested records are exempt from disclosure under the Act. If necessary, the town attorney shall review the records to be produced to determine whether any of the records are exempt from disclosure and require the non-production and/or redaction of any exempt information in accordance the requirements of the Act.

Examples of inappropriate public records requests, include but are not limited to, the following:

- (1) A request that is in the form of an interrogatory or question requiring the town to provide written or oral answers or information which may or may not be derived from the town's public records, instead of a request for the actual production of public records; or is
- (2) A request that asks the town to confirm or deny a fact or other matter concerning town business or information contained in a public records of the town; or is
- (3) A request that the town produce a town employee to answer questions relating to public records, or information contained in the town's public records, or information concerning town business, or is
- (4) A request that requires the town to create a document in order to respond to a request; or is
- (5) A request that ask the town to format or reformat town records into a formant that the records are not regularly maintained in by the town, and to provide the records in a different formant as requested by the requestor; or is
- (6) A request for personal or private e-mail stored in the town's computer system or in a town owned computer; or is
- (7) A request that is illegible, unclear, vague, or is insufficient to identify the records requested, or cannot otherwise be understood by the clerk; or is
- (8) A request for records that are statutorily exempt from disclosure under the Florida Public Records Act, Chapter 119, Fla. Stat, as amended, or under any other state or federal statute, law, rule, or regulation, as amended from time to time; or is
- (9) A request that otherwise is inappropriate as determined by a court of competent jurisdiction.

(5) *Administrative and other costs.*

(a) *Personnel and administrative charges.* A special service charge shall be imposed when the nature or volume of the records to be inspected requires the extensive use of information technology resources or extensive clerical and/or supervisory personnel, or both. For purposes of this section "extensive use" means at least fifteen (15) minutes or more is required to locate, review for exempt and confidential information, copy and refile the requested records. Such charges shall be actually

based upon the labor (the hourly salary of the employee performing the task) and the computer costs incurred by the town. The town may also charge for a town employee (at the hourly salary of the employee) to sit with the requestor during the course of the inspection to safeguard and protect the town's records from being stolen or destroyed. All fees and charges associated with processing public records requests shall be established by resolution of the Town Commission in accordance with the requirements of Chapter 119. State sales tax will not be charged for a public records request. When the costs allowed to be imposed by Section 119.07 (4), Fla. Stat., that municipalities and other agencies subject to the requirements of the Act are increased, the fees provided herein shall be increased accordingly. 119.07(4), Fla. Stat. U.S. postage, commercial shipping carriers, or other costs incurred in the delivery of public records shall be included in the actual costs charged to the requestor.

(6) *Production of records.*

Notice of production and copying costs. After the clerk or other recipient has determined the estimated costs necessary to process the request, including but not limited to, the estimated costs for any required information technology resources, administrative and personnel resources, attorney's fees, photocopying and reproduction, and other costs allowable to be recovered by the town, the clerk or other recipient shall notify the requestor of the estimated costs of the production of the records (including the estimated number of hours to retrieve and review the records and the hourly rate for that service) and the estimated cost of the photocopies of the records.

(7) *Prepayment of estimated costs required.* Before town staff begins undertaking the research, retrieval and copying (if requested) of the records, the estimated total cost must be paid in advance by money order or cashier's check made payable to the "Town of Lake Park" and delivered to the town clerk's office. A requestor may inspect records without obtaining copies of the records, but a charge for any administrative time and/or information technology resources incurred for the retrieval of the records, and for a custodian to be present during the review of the records will still be charged, and that estimated cost must be paid in advance of the records inspection. If the actual costs and extensive use fees cannot be immediately determined due to the nature of the request, the town shall give an estimated cost for producing the records, and inform the requestor that the actual cost may vary, but will not exceed the original estimate by more than an additional 25%. If the requestor accepts the cost estimate, then the town clerk may fill the public records request. Once the records are ready, the clerk or other recipient shall notify the requestor of the cost and furnish the public records upon receipt of payment.

(8) *Cost shortfall* If the estimated costs prepaid by the requestor result in a shortfall such that the amount paid by the requestor is below the actual costs incurred by the town, the town shall issue an invoice to the requestor by regular U.S. mail for the balance due, which must be paid by the requestor within ten (10) days of the issuance of the invoice by the town, failing which the unpaid balance shall constitute a lien of the town on the requestor's real and personal property, and which claim of lien may be recorded by the town in the public records of Palm Beach County.

(9) *Refund.* If the estimated costs prepaid by the requestor are in excess of the actual costs incurred

by the town, the town will issue the requestor a refund within at least thirty (30) days of the town's determination of the amount of the excess charges and send the refund to the requestor by regular mail to the address given to the town by the requestor, or at the address of the requestor as determined by the records of the Property Appraiser of Palm Beach County.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect immediately upon adoption.

TAB 19

Town of Lake Park Town Commission Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. Tab 19

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> ORDINANCE ON FIRST READING | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | |
| <input type="checkbox"/> Other: | |

SUBJECT: Ordinance Amending the Purchasing Authority of the Town Manager

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager

Date: _____

Name/Title

Date of Actual Submittal

Originating Department: Town Commission	Costs: \$ 0 Funding Source: Acct. #	Attachments: Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background: The commission recommended that the Town Manager's purchasing authority for entering into contracts be increased from \$5,000 to \$10,000. The attached ordinance reflects this amendment.

ORDINANCE 10- 2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING ARTICLE III OF THE TOWN CODE, ENTITLED "OFFICERS AND EMPLOYEES; PROVIDING FOR THE AMENDMENT OF SECTION 2-82 (11) OF THE CODE OF ORDINANCES OF THE TOWN OF LAKE PARK PERTAINING TO POWERS AND DUTIES OF TOWN MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Section 2-82 of the Code of Ordinances of the Town of Lake Park sets forth the powers and duties of the Town Manager; and

WHEREAS, the Town Manager has recommended and the Town Commission deems it necessary and advisable to amend Section 2-82 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, the Town Commission deems it necessary and advisable to create Section 2-87 of the Town Code to formally recognize and establish that Town Attorney is an Officer of the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct.

Section 2. Section 2-82 of the Code of Ordinances of the Town of Lake Park is hereby amended to read as follows:

The town manager shall be the chief administrative officer of the municipal government under the general supervision of the town commission. The town manager shall abide by the policies established by the town commission through ordinances, resolutions and specific motions. The town manager shall:

- (1) Managerial exempt department heads serve at the pleasure of the town manager. The town manager shall appoint, suspend and terminate all department heads.
- (2) The town manager shall appoint, suspend and terminate all non-managerial employees in accordance with the town's merit system.

- (3) Direct and supervise the administration of all departments, offices and agencies of the town, except as otherwise provided by the Charter, codes or by law. The town manager shall direct all department heads of recreation, marina, and finance to file monthly reports with the office of town manager. The town manager's office shall collect and forward these reports to the town commission without correction or modification. The town manager may issue comments regarding any of these reports.
- (4) Prepare the budget annually, submit it to the town commission with a message describing the important features, and be responsible for its administration after adoption.
- (5) Prepare and submit to the town commission at the end of each fiscal year a complete report on the preceding year's finances and administrative activities, which report shall include an annual audit for the preceding fiscal year prepared by an independent auditor retained by the town commission.
- (6) Keep the town commission advised of the financial condition and future needs of the town, and make such recommendations as may be desirable on a timely basis. The town manager shall actively seek out potential grant monies that may be available to support town projects.
- (7) Recommend to the town commission a standard schedule of pay for all town positions, including minimum and maximum rates of pay. Recommend appropriate action with respect to negotiation, approval and/or rejection of labor agreements with public employee organizations acting on policy directives provided by the commission in proper sessions.
- (8) Recommend to the town commission, from time-to-time, adoption of such ordinances and policies as may be necessary or expedient for the health, safety or welfare of the community, or for the improvement of administrative services.
- (9) Organize, reorganize, consolidate, combine or abolish positions, offices, department divisions or departments of the town with the approval of the town commission. This approval requires an ordinance.
- (10) Attend meetings of the town commission, town committees and boards, and other town meetings, as the town manager deems necessary, or as directed by the town commission. At such meetings, the town manager shall have the right to take part in the discussion, but without having a vote.
- (11) Serve as purchasing agent for the town, responsible for overseeing the purchase of equipment and supplies; the retention of engineering, consulting and other professional and contractual services for the town; and the disposal of surplus personal property. Contracts exceeding ~~\$5,000.00~~ \$10,000.00 require approval of the town commission.

(12) Provide staff support services for the mayor and commission members. These services are limited to those necessary in support of town activities.

(13) See that all laws and ordinances are duly enforced using existing agencies in a proper manner.

(14) Investigate the affairs of the town, or complaints regarding any department or division; investigate all complaints in relation to matters concerning administration; investigate complaints regarding service maintained by public utilities, and see that all terms and conditions imposed in favor of the town in any franchise, contract or agreement are faithfully observed.

(15) Devote all working time to the discharge of official duties.

(16) Perform such other duties as may be required by the commission not inconsistent with the town Charter, state law or applicable ordinances.

Section 3. Section 2-87 of the Town Code is hereby created as follows:

Section 2-87. Powers and Duties of the Town Attorney

The Town Attorney shall be appointed and removed at the sole discretion of the town commission. The town attorney shall be responsible for the town's legal affairs and act as legal counsel for the commission, its officers and employees.

Section 4. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the ordinance may be renumbered or relettered to accomplish codification, and the words "ordinance," "section," "article," or "paragraph" may be changed to provide for continuity.

Section 6. Severability. If any section, subsection, sentence, clause, phase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Effective Date. This ordinance shall take effect immediately upon adoption.

Upon First Reading this ____ day of _____, 2007, the foregoing ORDINANCE was offered by Commissioner _____ who moved its approval. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

AYE

NAY

TAB 20

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. Tab 20

- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> Ordinance on Second Reading
<input type="checkbox"/> Public Hearing

<input type="checkbox"/> ORDINANCE ON FIRST READING

<input type="checkbox"/> GENERAL APPROVAL OF ITEM

<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION

<input type="checkbox"/> DISCUSSION

<input type="checkbox"/> BID/RFP AWARD

<input type="checkbox"/> CONSENT AGENDA |
|--|---|

SUBJECT: Ordinance amending Chapter 76, Article II of the Code relating to the meeting schedule and duties of the Marina Advisory Board

RECOMMENDED MOTION/ACTION: Approve

Approved by Town Manager *De Davis* **Date:** 6/13/07

Name/Title _____

Date of Actual Submittal _____

Originating Department: <p style="text-align: center;">Town Manager</p>	Costs: \$0 Funding Source: Acct. #	Attachments: <p style="text-align: center;">Ordinance</p>
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input type="checkbox"/> Community Development _____	<input type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> Marina _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> Yes I have notified everyone _____ or Not applicable in this case _____: </div> <div style="width: 35%; text-align: center;"> Please initial one. </div> </div>	

Summary Explanation/Background: The Marina Advisory Board is treated differently than all other Town Boards in that it meets monthly without the Town Commission or Manager

providing specific agenda items for the Board to review and provide advice. The attached ordinance is amended to direct the Marina Advisory Board to only meet and provide advice when specific agenda items are requested by the Town Commission and/or Town Manager.

The attached ordinance also repeals sections of the existing ordinance which are no longer applicable since the Marina construction is complete.

ORDINANCE NO. 11-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 76, ARTICLE II, PROVIDING FOR THE AMENDMENT OF SECTION 76-36 ENTITLED "REPORTING TO COMMISSION; ASSISTANCE OF OFFICIALS AND EMPLOYEES"; PROVIDING FOR THE REPEAL OF SECTIONS 76-37, 76-38, 76-39, 76-40, 76-41 AND 76-42 PERTAINING TO THE HARBOR MARINA ADVISORY BOARD; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to waterways, which have been codified in Chapter 76, Article I, of the Code of Ordinances; and

WHEREAS, Town Manager has recommended the amendment of Section 76-36 and that Sections 76-37, 76-38, 76-39, 76-40, 76-41 and 76-42 of Article II of Chapter 76 of the Town Code be repealed; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend Chapter 76, Article II of the Town's Code regarding the Lake Park Harbor Marina Advisory Board;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. Article II, entitled Harbor Marina Advisory Board shall be amended as follows:

Sec. 76-36. Reporting to commission; assistance of officials and employees.

The members of the harbor marina advisory board shall report directly to the town commission of any project requested of it and shall work closely with ~~meet as needed~~ other officials and employees of the town for to provide advisory recommendations regarding issues or projects as requested by the Commission or Town Manager regarding the progressive development and efficient operation of the Lake Park Marina. To that end, all officials and employees of the town, including the town manager, town attorney and members of the town commission, shall give provide such operational support and assistance as the town manager may be determine is required by the harbor marina advisory board for the effective performance of its assigned responsibilities.

Sec. 76-40. Advice to commission on specific matters.

The town commission may direct the Town Manager from time to time ^{to} seek the advice of the harbor marina advisory board on specific matters to which the harbor marina advisory board shall make as prompt of a reply as possible to the request of the town commission, together with the description of the reasons for the recommendations which the harbor marina advisory board shall make.

Section 2. The following sections of Chapter 76, Article II of the Town Code are hereby repealed.

~~Sec. 76-37. Revision of Lake Park Harbor Marina master plan.~~

~~The marina development and control board harbor marina advisory board shall have as a first duty the revision of an existing master plan for Lake Park Harbor Marina devised by the Boat Basin Improvement Committee organized under Ordinance 5-1962, with specific concern for property acquired adjacent to the Lake Park Harbor Marina since the marina master plan=s had been presented presentation. The revised master plan and any future revisions shall be the guideposts for expansion and control and development of the Lake Park Harbor Marina by the town commission.~~

~~Sec. 76-39. Review of rules and regulations for marina operation and control.~~

~~The marina development and control board harbor marina advisory board shall have the duty opportunity to review all rules, regulations and procedures concerning the marina operation and control, and shall submit such recommendations as it may deem proper and necessary to the town commission, and the town manager, for such action as the commission shall see fit.~~

~~Sec. 76-39. Continuous review; annual report to commission.~~

~~The harbor marina advisory board shall maintain a continuous review of marina planning, construction, maintenance and operation, and shall report periodically to the town commission on these matters for such recommendations as they deem proper and necessary for appropriate action by the town commission. Such report shall be at the discretion of the harbor marina advisory board, however, not less than annually on or before July first of each year the harbor marina advisory board shall present its annual report to the town commission and to the town manager, together with whatever budget recommendations it has for the following year.~~

~~Sec. 76-41. Powers generally.~~

~~The harbor marina advisory board shall have such powers as may be proper or necessary for the discharge of its duties.~~

~~Sec. 76-42. Purchases and contracts.~~

~~All purchases or contracts by the harbor marina advisory board involving or binding the town shall be made only through the office of the town manager in accordance with the requirements of the Charter and of this Code.~~

Section 4. **Severability.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. **Repeal of Laws in Conflict.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. **Codification.** The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section," "article," or any other appropriate word.

Section 7. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

TAB 21

Town of Lake Park Town Commission
Agenda Request Form

Meeting Date: July 18, 2007

Agenda Item No. Tab 21

- ☐ PUBLIC HEARING
☒ Ordinance on Second Reading
☐ Public Hearing

- ☐ RESOLUTION
☐ DISCUSSION

☐ **ORDINANCE ON FIRST READING**

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Amend Chapter 20 Article II Garage Sales to reduce the permit fee from \$50 to \$5

RECOMMENDED MOTION/ACTION: Recommend approval

Approved by Town Manager W. Davis

Date: 6/14/07

Originating Department: Community Development	Costs: \$ N/A Funding Source: Acct. #	Attachments: Staff Report Ordinance
Department Review: <input type="checkbox"/> Town Attorney _____ <input type="checkbox"/> Community Affairs _____ <input checked="" type="checkbox"/> Community Development _____	<input checked="" type="checkbox"/> Finance _____ <input type="checkbox"/> Fire Dept _____ <input type="checkbox"/> Library _____ <input type="checkbox"/> PBSO _____	<input type="checkbox"/> Personnel _____ <input type="checkbox"/> Public Works _____ <input type="checkbox"/> Town Clerk _____ <input type="checkbox"/> Town Manager _____
Advertised: Date: _____ Paper: _____ <input type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____ Please initial one.

Summary Explanation/Background: This is a change to Chapter 20, Article II Section 20-32. The required permit cost for holding a garage sale is presently listed in the Code as \$50. In practice the Town has been charging \$1. When the Code went through a major update in 1/2006 the cost increased from \$1 to \$50 and it is unclear why this occurred. There is no documentation regarding this increase in cost. The recommendation is to lower the \$50 fee to \$5 to clean up the discrepancy. The actual increase from \$1 to \$5 is designed to cover the administrative costs of garage sale permit processing.

Town of Lake Park

Community Development Department



Meeting Date: June 20, 2007
Memo Date: June 12, 2007

Patrick Sullivan, AICP, Director

To: Town Commission

Re: Garage Sale Permit Fees

In June of 2001 an ordinance was passed that required anyone conducting a garage sale to obtain a permit. The administrative processing fee was one dollar (\$1.00).

In 2003 following a major rewrite of the Code the administrative processing fee for a garage sale permit jumped to fifty dollars (\$50.00). Today the Code reads in Section 20-32 that the fee for a garage sale is \$50. This requires the Town to charge \$50.00 per permit.

Research has provided no explanation for the jump from \$1.00 to \$50.00. The last amendment to this section of the ordinance appears to have occurred in 2001. That is the ordinance that set the fee at \$1.00. We have been unable to find any subsequent ordinance that changes the fee from \$1.00 to \$50.00 and are therefore unable to explain the jump in the fee. The change is most likely due to a typo and it needs to be fixed.

Staff recommends that this section of the Code be amended and reduce the permit fee from \$50.00 to \$5.00. This will resolve the ambiguity. Staff is also recommending an increase from the \$1.00 fee to \$5.00 in order to more accurately address the processing cost of the garage sale permit.

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ORDINANCE NO. 12-2007

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING CHAPTER 20 PERTAINING TO SECOND HAND GOODS, ARTICLE II GOVERNING GARAGE SALES, SECTION 20-32 ENTITLED "PERMIT REQUIRED" TO REDUCE THE GARAGE SALE PERMIT FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission has adopted general provisions pertaining to second hand goods, including garage sales which have been codified in Chapter 20, Article II, Section 20-32 of the Code of Ordinances of the Town of Lake Park; and

WHEREAS, Town staff has recommended to the Town Commission that Town Code Section 20-32 be amended to reduce the permit fee from \$50.00 to \$5.00 for garage sales held within the Town; and

WHEREAS, the Town Commission, after due notice and public hearings, deems it to be in the interest of the public health, safety and general welfare to amend Section 20-32 of the Town's Code to reduce garage sale permit fees.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are hereby incorporated as true and correct.

Section 2. Chapter 20, Article II, Section 20-32 of the Code of Ordinances of the Town of Lake Park, Florida is hereby amended to read as follows:

Sec. 20-32. Permit required.

No garage sale may be conducted within the town without a permit having been first issued for such sale by the community development department of the town. Such permit shall set forth and restrict the time and location of such garage sale. There shall be an administrative processing fee of five dollars (\$5.00) ~~\$50.00 or higher~~ for the issuance of such permit. No more than two such permits may be issued to one single-family or duplex residence and/or family or household during any calendar year. When two or more families or households join together to conduct such a sale, each shall obtain a permit and such permit shall be counted as one of the two above-permitted sales for each family or household participating. Such permit shall be limited in time to no more than the daylight hours of two consecutive days.

Section 3. Severability. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a Court to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

Section 4. Repeal of Laws in Conflict. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 5. Codification. The provisions of this Ordinance shall become and be made a part of the Code of Ordinances for the Town of Lake Park. The Sections of the Ordinance maybe renumbered or relettered to accomplish such.

Section 6. Effective date. This Ordinance shall take effect immediately upon passage.